

LEASE AGREEMENT

THIS AGREEMENT made this 7th day of November, 2024.

BETWEEN:

THE CORPORATION OF THE TOWN OF GEORGINA
(hereinafter called the "Landlord")

-and-

Chris Keletzis, carrying on business as Dina's Cuzina
(hereinafter called the "Tenant")

WHEREAS the Landlord operates the ROC Chalet, known municipally as 26479 Civic Centre Road, Keswick, Ontario;

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Landlord shall rent to the Tenant for its exclusive use the following premises (the "Premises"):
 - a. Within the ROC Chalet:
Kitchen area known as the ROC Cafeteria,

as depicted on Schedule "A," for a term of one (1) year commencing December 2, 2024, and ending March 31, 2025, together with non-exclusive access through the lobby and cafeteria and the Town's lands upon which the said ROC Chalet are situate for the purpose of accessing the Premises.
2. Throughout the term of the lease, the Landlord will provide access to the washrooms in the Lobby within the ROC Chalet during the operating hours of the cafeteria.
3. "Rent" means all amounts payable by the Tenant to the Landlord in accordance with this Section, and includes Additional Rent.
 - a. The Tenant shall pay to the Landlord 5% of gross sales and \$300.00 per month plus HST or \$1500.00 per month plus HST whichever is greater for the months of December 2024, January 2025, February 2025, and March 2025 on account of its use of the Premises. The said rent shall be payable monthly on the 8th of each month for the previous month. Upon payment of the rent, the Landlord covenants with the Tenant for quiet enjoyment of the Premises.
4. The Landlord will be responsible for maintenance (cafeteria equipment, snow removal, landscaping, exterior building and common elements maintenance and repairs).
5. The Tenant shall be responsible for all cleaning of the cafeteria area, removal and cleaning of grease trap, renovations, signage, point of sales system and telephone lines required for the Premises, subject to approval in advance by the Landlord's Director of Community Services, acting reasonably and ensuring all equipment is left in the same condition following the term of this lease.
6. The Landlord shall not be responsible for theft or damage to any equipment or money belonging to the Tenant located within the Premises, except to the extent to which such theft or damage is caused or contributed by the negligence or willful act or omission of the Landlord.
7. The Landlord will ensure the Tenant has access to the Premises. The Landlord assumes no responsibility for monitoring access or security.

- a. The Tenant shall at all times indemnify and save harmless the Landlord in respect of all claims and demands by any person, whether in respect of damage to person or property, arising out of or occasioned by the Tenant's negligent use, occupancy and/or maintenance of the Premises or any part thereof.
 - b. The Tenant shall at all times indemnify and save harmless the Landlord in respect of any damage to the Premises or other property of the Landlord arising out of or occasioned by any negligent act, omission and/or default of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees and licensees, and all others for whom it is in law responsible.
 - c. The Landlord shall at all times indemnify and save harmless the Tenant in respect of all claims and demands relating to the Premises, the ROC Chalet by any person, whether in respect of damage to person or property, and in respect of any damage to the Premises or other property of the Tenant, arising out of or occasioned by any act, omission, default and/or negligence of the Landlord, its officers, agents, servants, employees, contractors, customers, invitees and licensees, and all others for whom it is in law responsible.
8. The Tenant shall maintain and keep in effect throughout the term of this Lease Commercial General liability insurance in an amount of at least five million dollars (\$5,000,000.00) per occurrence and coverage shall include but no limited to bodily injury including death, personal injury, property damage including loss of use thereof, liquor liability up to the full policy limits, tenant's legal liability and contractual liability in respect of its business and the Premises. Terms shall be satisfactory to the Landlord. The policy shall also contain a cross liability, severability of insured clause naming the Landlord as an additional insured. The policy shall be endorsed to provide the Landlord with not less than 30 Days' written notice of cancellation.

The Tenant shall also carry "All Risk" property insurance for all property in the Tenant's care, custody and control up to 100% of its full replacement cost. Alternatively, the Landlord may accept that replacement is on a co-insurance basis but no less than 90%. The policy shall also include business interruption insurance for a minimum of a 12-month period. The policy shall contain a waiver of subrogation in favor of the Landlord.

The Tenant shall provide to the Landlord upon the placement, renewal, amendment, or extension of all or any part of the insurance confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Lease. It is expected by the Landlord that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated hereunder have been met.

All applicable deductibles are at the sole expense of the Tenant and the policies shall apply as primary and not as excess of any insurance available to the Landlord.

The Tenant shall not do or permit anything to be done on the Premises which may make void or voidable any insurance upon the Premises.

9. The Landlord shall maintain and keep in good repair all structural elements of the buildings containing the Premises, as would a prudent owner of buildings of similar size and age, and shall maintain and keep in good repair the common elements and facilities thereof (including, without limitation, the washrooms, the HVAC systems, the mechanical, electrical and other base building systems such as the plumbing, drainage, security, sprinkler and elevator systems, and the paved, landscaped and other exterior portions of the said buildings). The Landlord further covenants to perform any such repairs expeditiously, after Tenant's normal business hours wherever possible, and to take all steps to minimize interference with the Tenant's business at the Premises.
10. The Landlord shall further promptly remove snow and ice from exterior portions of the lands and building, provide landscaping and provide water in such quantities as are reasonable for office use, and provide heating, ventilating and air-conditioning in such

quantity as to maintain reasonable temperatures for normal occupancy within the buildings, common areas and the Premises.

11. The Landlord will take out and maintain throughout the term:

- i. all risk property and equipment breakdown insurance with coverage which would be carried by a prudent landlord for similar buildings, in an amount equal at all times to the full replacement value thereof; and
- ii. comprehensive general liability insurance with respect to the buildings containing the Premises in an amount and for coverages which would be carried by prudent landlords of a similar development.

12. After expiry or earlier termination of the term, the Tenant shall remove its trade fixtures and leasehold improvements unless the Landlord agrees otherwise at that time. The Tenant shall leave the Premises in a tidy and broom-swept condition. If the Tenant removes any of its trade fixtures or leasehold improvements, it shall repair any damage caused by the removal of such items, reasonable wear and tear excepted.

13. The Tenant shall use the Premises only for the purposes referred to in Section 1 hereof, and its use of the Premises shall be subject to the terms of this Lease, including, without limiting the foregoing, the Rules and Regulations appended hereto as Schedule "B", and to such other reasonable rules and regulations as the Landlord may make from time to time.

14. Notices shall be in writing and shall be delivered or sent by registered mail to:

The Landlord: Town of Georgina
 26557 Civic Centre Road
 Keswick, Ontario L4P 3E9
 Attn: Director of Community Services

The Tenant: Dina's Cuzina
 Attn: Chris Keletzis

15. The terms and conditions of this Lease shall extend to and bind the heirs, personal representatives, successors and permitted assigns of the Landlord and the Tenant. The Tenant shall not assign its interest under this Lease or sublet any of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. Notwithstanding any such assignment or sublease, the Tenant shall remain liable hereunder.

16. This agreement will be governed by and construed according to the laws of the Province of Ontario and the laws of Canada applicable therein. Invalid provisions are severable and do not impair the validity of the balance of this agreement. This agreement contains all the agreements, promises and undertakings between the parties.

17. Schedules "A", "B" and "C" appended here to form part of this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date first written above.

THE CORPORATION OF THE TOWN OF GEORGINA

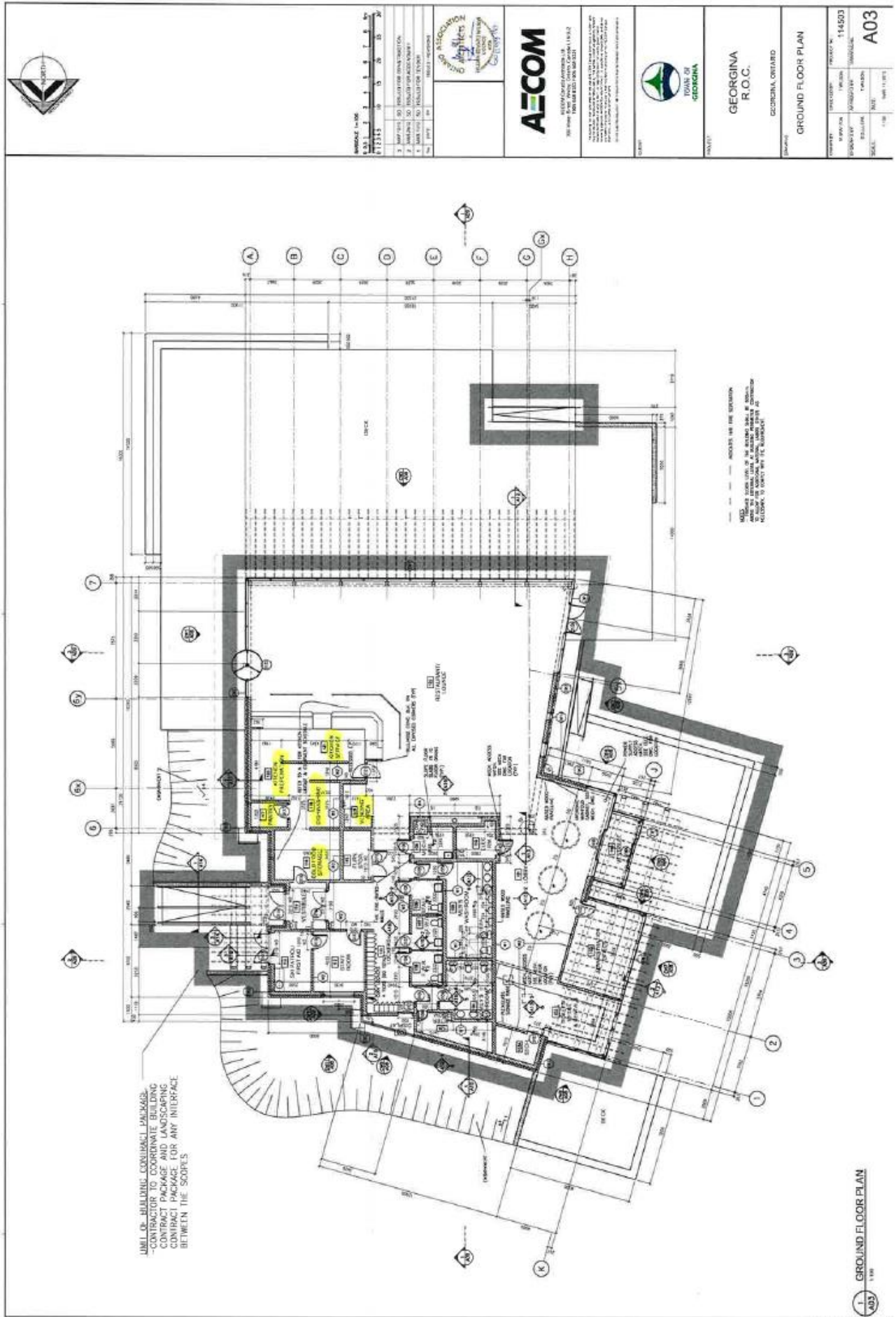
Per: _____

Steve Lee-Young, Director of Community Services

CHRIS KELETZIS, carrying on business as DINAS CUZINA

Per: _____

Schedule A – Leased Premises



SCHEDULE B – Rules and Regulations

1. The Tenant shall provide a preferred standard of service and value to the Landlord.
2. Tenant shall be appropriately certified/licensed for the types of food and beverage it intends to provide and shall provide Landlord with current copies of all applicable certifications or licenses.
3. It is understood and agreed that the Tenant's hours of operation MUST be the same hours of operations as the ROC winter season.
4. The Tenant shall prominently post a product sign board of all food and beverage for sale and the price of each article in and around concession stands. The size, prominence and location of such boards shall be subject to the approval of the Landlord. The tenant agrees to produce a printed menu for the restaurant.
5. The Tenant recognizes that the Town of Georgina is under contract with Pepsi and therefore agrees to exclusively sell Pepsi products (soft drinks) at the cafeteria.
6. The Tenant shall not have
 - a. Exclusive rights to selling or providing any food or services,
 - b. First right of refusal for Special Events held at the facility. The Landlord may suggest that an event coordinator speak to the Tenant about catering its event, but the Landlord shall not make it a condition .
7. The Tenant shall have the option to participate in food delivery service for school group bookings and birthday party packages at the ROC Chalet.
8. The Landlord reserves the exclusive right to sell advertising and sponsorship packages. The Tenant shall have no right to sell advertising.
9. The Tenant shall operate the cafeteria, and perform all work in connection therewith, in a professional and resourceful manner, complying with all public health regulations including a Grade "A" sanitation rating to the satisfaction of all authorized Health Department officers and Landlord.
10. The Tenant is not permitted to sublet or transfer its rights hereunder during the term of this Lease.
11. The Tenant shall sell only food/beverages that comply with all applicable federal, provincial and local laws, acts, orders, and/or regulations.
12. The Tenant shall obtain all necessary permits, licenses and approvals from all agencies having jurisdiction.
13. The Tenant shall sell those products, commodities and articles normally found in operations of this type. The Landlord may require the Tenant to sell items which, in the Landlord's discretion, are necessary for the operation of the restaurant and ancillary concession stands and may limit or require discontinuance of the sale of any products, commodities or articles which the Landlord deems not to be in the best interest of ensuring adequate and appropriate food services to its facilities.
14. The Tenant acknowledges that it is an independent contractor with exclusive control over its employees and the conduct and operation of its business and shall abide by the *Employment Standards Act*. However, it is understood and agreed that the Landlord reserves the right to exercise general supervision and control over all operations in its facilities, including but not limited to

permissible displays, and quality of merchandise and the services rendered to the public.

15. The condition of the hygiene and appearance of the Tenant's employees is the Tenant's sole responsibility, provided, however, that the Landlord shall have the right to require the Tenant to ensure that all employees meet minimum hygiene and appearance standards set by the Landlord from time to time.
16. The Tenant shall ensure that its employees are not intoxicated by drugs or alcohol at any time.
17. The Tenant shall employ enough staff to guarantee sufficient sales and a satisfactory level of service (in the opinion of the Landlord) to the public.
18. It is understood and agreed that all food, drink and other merchandise sold, including the containers used, will be of brands, quality, and quantity agreed to between the Landlord and the Tenant.
19. The Tenant agrees to keep neat, clean and in sanitary condition its Premises, equipment, and the surrounding area used by the Tenant, and shall abide by all regulations of the York Region Health Department. The Tenant shall implement and operate a recycling program. The Tenant will be responsible for the disposal / recycling of waste oil in accordance with the municipal, regional, provincial, and federal government authorities having jurisdiction. All refuse and waste material created by the Tenant shall be promptly disposed of by the Tenant daily by placing it in the Landlord's central refuse and recycling containers. Such refuse and waste material are not to be construed to mean containers, wrappers, napkins, and the like accepted by the public in the purchase of food. Waste foods shall be kept in closed metal containers or closed plastic bags until it is placed in the receptacles. The Landlord will dispose of all refuse when placed in the central receptacles at no charge to the Tenant.
20. It is agreed that the Premises and equipment used by the Tenant may be inspected at any time by the Landlord, and if notice is given to the Tenant of any unsatisfactory condition, the Tenant will immediately remedy the condition to the satisfaction of the Landlord.
21. The Tenant shall pay the cost of any necessary improvement, upgrade, and increase in capacity of utility service to the restaurant and ancillary concession stands, and the cost of connecting any equipment or improvements to the utility services.
22. The Tenant shall provide printed menus, appropriate sales tools and collateral promotional material which shall be subject to the Landlord's approval.
23. The Tenant shall furnish all necessary qualified supervision for the performance of the food and beverage service and agrees to entrust its operations to highly competent supervisors.
24. The Tenant shall select, employ, train, furnish and deploy employees who are proficient, productive, and courteous to the public and shall discipline, and if necessary, discharge all personnel working in its operation. The Tenant shall also provide adequately trained relief personnel in case of primary staff absences.
25. The Tenant must conduct regularly scheduled training classes for all employees and management throughout the term of the Lease. The training schedule and program content shall be approved by the Landlord in writing. At a minimum, such training will consist of Customer Service and Alcohol Awareness.

26. If the Landlord, acting reasonably, finds that the Tenant's Supervisor(s) or his/her alternate(s) are unsatisfactory, and such finding is duly reported in writing by the Landlord to the Tenant, the Tenant shall, within ten (10) days, or such longer period of time as the Tenant may reasonably request, replace him/her with one who is satisfactory to the Landlord.
27. The Tenant will ensure that all of its employees perform their duties in accordance with all Federal, Provincial, Regional and Local statutes, regulations and by-laws pertaining to the preparation, handling, storage and service of food and beverages (alcoholic and non-alcoholic).
28. The Tenant's signage shall be limited to the Premises and shall be subject to approval of the Landlord prior to installation.
29. The Tenant shall at its expense perform or cause to be performed all equipment repair and appropriate daily, weekly and monthly maintenance such as, but not limited to:
 - a. Degreasing all ductwork from the fryers and grills to the exterior of the building a minimum of once a year or as more frequently required by the Landlord.
 - b. Pest control on an as needed basis required by the Landlord.
30. The Tenant shall be responsible for all repairs and maintenance to its Premises, including janitorial services and supplies and lighting supplies.
31. The Tenant shall be responsible for housekeeping/ janitorial services and the costs of these services and will at all times be responsible for maintaining a high housekeeping and sanitation level. This level shall meet Public Health Standards. The Tenant will supply the Landlord with a schedule of all housekeeping procedures detailing daily, weekly and monthly duties. The Landlord reserves the right to require the Tenant to amend these procedures by requiring additional or more frequent housekeeping and sanitation in order to meet public health standards.
32. The Landlord shall at its expense effect any improvements required to ensure its Premises meet the Ontario Fire Code, and without limiting the generality of the foregoing, shall install and maintain at its expense the following:
 - Sufficient ULC-approved BC type dry chemical fire extinguisher;
 - Commercial cooking equipment owned by the Landlord such as exhaust and fire protection system; both in conformance with Town By-Laws and Policies.
33. All light operating equipment including but not limited to cooking utensils, cash register, serving trays, dishes, cups, toasters, pots, pans, salt and pepper shakers, dishes, cutlery, small display racks and glasses shall be provided by the Tenant at its own expense. All equipment used shall be constructed of good quality materials to the satisfaction of the Landlord.
34. The Tenant agrees to a review following this term, by the Landlord of serving procedures, cashier set-up, menu items, and hours of operation. The Landlord shall have the right to require the Tenant to effect any reasonable change at the Tenant's expense.
35. The Tenant will conduct an annual survey to measure customer opinion on pricing, food quality, service level, catering staff, cleanliness, etc., in a format to be approved by the Landlord. Results of the survey are to be shared with the Landlord.

36. The Tenant shall construct and operate its Premises and business to remove (where possible) and prevent barriers to access for people with disabilities in accordance with the requirements of an "Owner" as defined in *The Ontarians with Disabilities Act, 2001* (the "Act") and in accordance with the Landlord's Corporate Accessibility Plan, both of which require that when deciding to purchase goods and/or services, including building construction and equipment, the Tenant shall have regard to accessibility for persons with disabilities to the goods and/or services. The Tenant represents and covenants that it is committed to accessibility principles and covenants to take steps to improve accessibility within the Premises in accordance with the Act.
- 36 The Tenant shall participate in a pre-occupancy meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before taking possession of the Premises.
- 37 The Tenant acknowledges and agrees that any damages or fines that may be assessed against the Landlord by reason of a breach or breaches of the *Occupational Health and Safety Act* by the Tenant or any of his Sub-contractors shall entitle the Landlord to recover same from Tenant as Additional Rent on demand.
- 38 The Tenant shall provide a list of all controlled hazardous materials and products containing hazardous materials, and all physical agents or devices or equipment producing or emitting any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the *Occupational Health and Safety Act*, and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- 39 Where hazardous materials, physical agents and/or designated substances are used in the Tenant's business, the Tenant shall ensure that the requirements of the *Occupational Health and Safety Act* and associated regulations are complied with.
- 40 The Tenant shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given the required training and support.
- 41 The Tenant shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the worksite.
- 42 The Tenant shall at all times comply with all Health and Safety Standards set out in applicable statutes and regulations, including, without limiting the foregoing, the *Occupational Health, and Safety Act*, and shall comply with any written Health and Safety Policies of the Landlord.

Schedule C – Proposed Menu

****subject to change****

Handhelds

- Smash Burgers, our organic grass-fed beef cut from steak trimmings 3.5-ounce patty smashed and seared
 - cheese and bacon optional add-ons
 - Gluten free bun available
- Chicken Gyro Wrap or Salad, boneless skinless chicken thighs marinated and cooked in house served in a pita wrap, house made tzatziki, tomato, onion, feta, and fries drizzled with our lemon herb olive oil
- Fried Country Chicken Sandwich
 - lettuce, mayo, pickle
 - Gluten free bun available
- Grilled Cheese
- Hot dogs
 - all beef and a vegetarian option
 - options cheese, bacon, house made chili
- Pizza by the Slice
 - Dill Pickle Pizza, Cheese, Pepperoni

Hot Table

- House made Mac & Cheese
- House made Chili
- House made Soup of the day
 - cup or bowl
- Poutine
- Pickle Chip Poutine drizzled with dill sauce
- Buffalo Chicken Bacon Ranch poutine
- Hand cut Fries
- 100% Percent Chicken Breast Breaded Chicken Fingers

Other

- S'mores kits
- Beverages
- Pepsi Products
- Specialty Coffees
- Hot Chocolate
- Teas