

FOURTH LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in duplicate as of January 1, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the “**Landlord**”)

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

(the “**Tenant**”)

WHEREAS:

- A. By a lease dated October 1, 2000 (the “**Original Lease**”), the Landlord leased to Her Majesty, the Queen in right of Ontario as represented by the Chair of the Management Board of Cabinet (the “**Chair**”) the premises known as the entire building, comprising a rentable area of approximately twelve thousand, six hundred and eighty-eight (12,688) square feet (the “**Rentable Area of the Premises**”), in the building municipally known as 90 Concession Street East (the “**Building**”), in the Town of the Tillsonburg, in the Province of Ontario, as more particularly described in Schedule A attached thereto and hatched on the plan attached to the Original Lease as Schedule B thereto (the “**Premises**”) for a term of five (5) years, commencing on October 1, 2000 and expiring on September 30, 2005 (the “**Original Term**”), in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original Lease, the Chair was entitled to extend the Original Term for one (1) additional term of five (5) years.
- C. By Order in Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties assigned by law to the Chair in respect of the acquisition and disposition of real property, or interests therein, by any means and the holding and management of real property, or interests therein, were assigned to the Minister of Public Infrastructure Renewal (“**MPIR**”).
- D. The MPIR exercised its right to extend the Original Term by a lease extension and amending agreement dated October 1, 2005 (the “**First Lease Extension and Amending Agreement**”) and the parties agreed that the extension term would commence on October 1, 2005 and expire on December 31, 2010 (the “**First Extension Term**”), in addition to other terms and conditions as set out therein.
- E. Pursuant to the terms of the First Lease Extension and Amending Agreement, the MPIR was entitled to extend the First Extension Term for three (3) additional terms of five (5) years each.
- F. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to Minister of Energy and Infrastructure (“**MEI**”).
- G. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure (“**MOI**”).
- H. The MOI exercised its first right to extend the First Extension Term by a lease extension and amending agreement dated January 1, 2011 (the “**Second Lease Extension and**

Amending Agreement”) with an extension term commencing on January 1, 2011 and expiring on December 31, 2015 (the “**Second Extension Term**”), in addition to other terms and conditions as set out therein.

- I. Ontario Infrastructure and Lands Corporation (“OILC”) has been delegated MOI’s authorities and responsibilities with respect to real property in the name of MOI subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27.
- J. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI’s portfolio.
- K. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure (“**MEDEI**”).
- L. The MEDEI exercised its second right to extend the First Extension Term, as extended and amended, by a lease extension and amending agreement dated January 1, 2016 (the “**Third Lease Extension and Amending Agreement**”) with an extension term commencing on January 1, 2016 and expiring on December 31, 2020 (the “**Third Extension Term**”), in addition to other terms and conditions as set out therein.
- M. Pursuant to the terms of the Third Lease Extension and Amending Agreement, the MEDEI was entitled to extend the Third Extension Term for two (2) additional terms of five (5) years each, and such rights to extend superceded and replaced the remaining rights to extend contained in the First Lease Extension and Amending Agreement.
- N. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the MOI.
- O. By Order in Council No. 1152/2018, approved and ordered October 22, 2018, certain responsibilities in respect of government property under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MOI to the Minister of Government and Consumer Services.
- P. By a letter dated June 30, 2020, the Tenant has now exercised its first right to extend the Third Extension Term in accordance with the terms of the Third Lease Extension and Amending Agreement, with a fourth extension term commencing on January 1, 2021 and expiring on December 31, 2025 (the “**Fourth Extension Term**”), in addition to other terms and conditions as set out herein.
- Q. The Third Lease Extension and Amending Agreement provides that any extensions shall be upon the same terms and conditions of the Original Lease, as amended and extended, except for the amount of the Annual Rent, which shall be determined by mutual agreement.
- R. The Landlord and the Tenant have agreed on the amount of the Annual Rent for the Fourth Extension Term.
- S. The Original Lease, the First Lease Extension and Amending Agreement, the Second Lease Extension and Amending Agreement, the Third Lease Extension and Amending Agreement and this fourth lease extension and amending agreement (the “**Fourth Lease Extension and Amending Agreement**”) are hereinafter collectively referred to as the “**Lease**”, except as specifically set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

1. CONFIRMATION OF RECITALS

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

2. EXTENSION OF LEASE

The parties hereto agree that:

- (a) The Lease is hereby extended for the Fourth Extension Term.
- (b) The Fourth Extension Term shall commence on January 1, 2021 and expire on December 31, 2025.

3. RENT FOR THE FOURTH EXTENSION TERM

- (a) The Annual Rent payable for the Fourth Extension Term shall be Three Hundred and Twenty-Three Thousand, Five Hundred and Forty-Four Dollars (\$323,544.00) per annum (based on a rate of Twenty-Five Dollars and Fifty Cents (\$25.50) per square foot of the Rentable Area of the Premises per annum), payable in equal monthly installments of Twenty-Six Thousand, Nine Hundred and Sixty-Two Dollars (\$26,962.00), each on the first day of each month during the Fourth Extension Term, the first of such monthly installments to be due and payable on January 1, 2021.

4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Fourth Lease Extension and Amending Agreement is subject to all the covenants and conditions contained in the Original Lease, as amended, renewed and extended from time to time, save and except that:

- (a) The Landlord and the Tenant agree that the Tenant shall be granted one (1) further option to extend the term of the Lease for five (5) years (the “**Further Extension Term**”). The Further Extension Term shall be upon the same terms and conditions of the Original Lease, as extended, renewed or amended, as the case may be, except that there shall be no further right of extension beyond the Further Extension Term except for the Annual Rent, which shall for the Further Extension Term be based upon: (i) the Rentable Area of the Premises, and (ii) the Market Rental as of the date which is six (6) months prior to the commencement of the Further Extension Term. The Annual Rent for the Further Extension Term shall be determined by mutual agreement as of the date which is six (6) months prior to the expiry of the Fourth Extension Term or the Further Extension Term, as the case may be, or failing such agreement, by arbitration in accordance with Section 6.14 of the Original Lease.

The Tenant shall give written notice to the Landlord of its extension of the Lease at least six (6) months prior to the end of the Fourth Extension Term or the Further Extension Term, as the case may be.

The Landlord and Tenant acknowledge and agree that the extension rights granted in subsection 4(a) of this Fourth Lease Extension and Amending Agreement shall be granted in addition to the one (1) remaining extension right contained in the Third Lease Extension and Amending Agreement and the one (1) remaining extension right contained in the Third Lease Extension and Amending Agreement shall continue to survive and remain in full force and effect, for a total of two (2) extension rights available to the Tenant at the commencement of the Fourth Extension Term.

- (b) The Original Lease is amended as follows:
 - (i) Paragraph (g) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Tenant for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1Z3
Attention: Vice President, Asset Management
Fax: (416) 327-1906

With a copy to:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1Z3
Attention: Director, Legal (Leasing and Contract Management)
Fax: (416) 327-3376

And an additional copy to:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Global Workplace Solutions – Director, Lease Administration – OILC
Fax: (416) 775-3989

- (ii) In the Definitions section of the Original Lease, the definition of “Open Data” shall be inserted:

“**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.”

- (iii) In the Definitions section of the Original Lease, the definition of “Open Data Directive” shall be inserted:

“**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.”

- (iv) Section 4.15, Construction Lien, shall be deleted in its entirety and replaced with the following:

**“Section 4.15
Construction Lien**

Not to suffer or permit during the Term hereof any construction liens or other liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to the interest of the Landlord in the Premises or the Lands, and that whenever and so often as any claim for lien is received by the Tenant or registered on title to the Lands, the Tenant shall, as soon as reasonably possible on the earlier of receiving notice of the claim or registration, procure the discharge or vacate thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.”

- (v) Section 4.5, Assign or Sublet, shall be deleted in its entirety and replaced with the following:

**“Section 4.5
Assign or Sublet**

- (A) Not to assign this Lease, sublet, part with or share possession of the Premises or any part thereof (in each case, a “**Transfer**”) without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed or conditioned.

- (B) Despite the foregoing, the Landlord acknowledges and agrees the Tenant may, without the Landlord's consent, change the Occupant of the Premises, in whole or in part, or sublet or assign this Lease to any of the following (each shall be referred to herein as a "**Permitted Transfer**" to a "**Permitted Transferee**"), namely, any municipal, provincial or federal (in each case to the extent applicable) (i) governmental agency, board or commission, (ii) ministry, (iii) Crown corporation, or (iv) department or Person affiliated with the Tenant or its Service Providers, and the Tenant shall be released from all its liabilities and obligations hereunder in the event of an assignment or sublet to a Permitted Transferee. The Landlord specifically acknowledges and agrees that the use or occupation of all or part of the Premises by any Permitted Transferee does not constitute an assignment or sublet and does not require the Landlord's consent. The Landlord also acknowledges and agrees that, notwithstanding anything herein contained to the contrary, the Tenant may, without the Landlord's consent, but upon notice to the Landlord, permit portions of the Premises to be used by the Tenant's Service Providers. "**Service Provider**" means any Person retained by the Tenant to provide services to the Tenant in respect of the administration of and operations under this Lease.
- (C) If the Landlord's consent is required for an assignment or sublease, then the Landlord's consent shall be deemed to have been given unless the Landlord notifies the Tenant in writing of the reasons for the Landlord's disapproval within fifteen (15) days of receipt of the request. Notwithstanding anything to the contrary contained in this Lease, the Landlord shall be liable for any loss, damages, costs, and expenses incurred by the Tenant (including solicitors' fees on a substantial indemnity basis) in respect thereof as a result of the Landlord unreasonably withholding or unduly delaying its consent to an assignment, subletting or other transfer proposed by the Tenant hereunder. The Landlord also acknowledges and agrees that, notwithstanding anything herein contained, the Tenant may, without the Landlord's consent but upon notice to the Landlord, permit portions of the Premises to be used by the Tenant's Service Providers. With respect to any assignment or sublease requiring the Landlord's consent, the Tenant will prepare and provide to the Landlord an assignment of lease or sublease, as the case may be, on the Tenant's standard form, duly executed by the assignee or subtenant, as the case may be.
- (D) Notwithstanding anything herein contained, the Tenant shall have the right upon any Transfer by way of sublease to direct all rent and other sums payable by the Permitted Transferee under such sublease to the Landlord rather than to the Tenant; provided, however, that the Tenant shall continue to remain liable for all Base Rent and other sums payable hereunder in respect of the Premises which are demised under such sublease and, to the extent necessary, shall pay to the Landlord any shortfall in such rent or other sums in the event that the amounts paid by the Permitted Transferee are less than the amounts required to be paid.

Any consent by the Landlord to a Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer."

- (vi) Section 6.31, Further Assurances, shall be inserted as follows:

**"Section 6.31
Further Assurances**

The parties hereto shall execute and deliver all such other instruments and take all such other actions as any party may reasonably request from time to time in order to effect the terms and conditions of this Lease. The parties shall cooperate with each other and their respective counsel and accountants in connection with any actions to be taken as a part of their respective obligations under this Lease."

- (vii) Section 6.32, Counterparts, shall be inserted as follows:

**“Section 6.32
Counterparts**

The parties agree that this Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Lease by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Lease.”

5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Fourth Extension Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Lease, as amended and extended hereby.
- (b) Either party shall continue to have the right to cancel the Lease in accordance with Section 6.30 of the Original Lease, with such date of cancellation to be effective at any time, by giving the other party no less than twelve (12) months' prior written notice of cancellation.
- (c) The Lease shall be binding upon and enure to the benefit of the parties and hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (d) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Lease, as amended and extended.
- (e) The provisions of this Fourth Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

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- (f) The Landlord acknowledges that the Lease and any information contained herein, may be required to be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Lease or of any information or documents.

EXECUTED by each of the parties hereto under seal on the date written below.

SIGNED, SEALED AND DELIVERED

Dated this ____ day of _____, 20__.

THE CORPORATION OF THE TOWN OF TILLSONBURG

By: _____

Name:

Title:

Authorized Signing Officer

By: _____

Name:

Title:

Authorized Signing Officer

Dated this ____ day of _____, 20__.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF GOVERNMENT AND CONSUMER SERVICES, AS REPRESENTED BY ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

By: _____

Name:

Title:

Authorized Signing Officer