

THIRD LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in duplicate as of _____, 2024 effective as of May 1, 2024.

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

(the “**Landlord**”)

- and –

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE**

(the “**Tenant**”)

WHEREAS:

- A. By a lease dated May 1, 2009 (the “**Original Lease**”), The Corporation of the Township of East Ferris leased to Her Majesty, the Queen in right of Ontario as represented by the Minister of Energy and Infrastructure (“**MEI**”) the premises being the entire building, comprising a rentable area of approximately nineteen thousand, eight hundred and seventy-three (19,873) square feet (the “**Rentable Area of the Premises**”), in the building municipally known as 1990 Corbeil Road (the “**Building**”), in the Township of East Ferris, 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 May 1, 2009 and expiring on April 30, 2014 (the “**Original Term**”), in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original Lease, the MEI was entitled to extend the Original Term for one (1) additional term of five (5) years.
- C. 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**”).
- D. Effective January 1, 2011, The Corporation of the Township of East Ferris changed its name to The Corporation of the Municipality of East Ferris (the “**Landlord**”).
- E. 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.
- F. 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.
- G. The MOI exercised its right to extend the Original Term by a lease extension and amending agreement dated May 1, 2014 (the “**First Lease Extension and Amending Agreement**”) with an extension term commencing on May 1, 2014 and expiring on April 30, 2019 (the “**First Extension Term**”), in addition to other terms and conditions as set out therein.
- H. Pursuant to the terms of the First Lease Extension and Amending Agreement, the MOI was entitled to extend the First Extension Term for three (3) additional terms of five years each (each a “**Further Extension Term**”).

- I. 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**”).
- J. 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.
- K. 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 (“**MGCS**”).
- L. The MGCS exercised its right to extend the First Extension Term by a lease extension and amending agreement dated May 1, 2019 (the “**Second Lease Extension and Amending Agreement**”) with an extension term commencing on May 1, 2019 and expiring on April 30, 2024 (the “**Second Extension Term**”), in addition to other terms and conditions as set out therein.
- M. By Order in Council No. 1198/2022, approved and ordered August 29, 2022, 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 MGCS to the Tenant.
- N. By a letter dated October 31, 2023, the Tenant has now exercised its second right to extend the First Extension Term in accordance with the terms of the First Lease Extension and Amending Agreement, as amended and extended by the Second Lease Extension and Amending Agreement, with a third extension term commencing on May 1, 2024 and expiring on April 30, 2029 (the “**Third Extension Term**”), in addition to other terms and conditions as set out herein.
- O. The First Lease Extension and Amending Agreement, as amended and extended by the Second 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 by the First Lease Extension and Amending Agreement and the Second Lease Extension and Amending Agreement (the “**Subsequent Agreements**”), except for the amount of the Net Rent, which shall be determined by mutual agreement.
- P. The Landlord and the Tenant have agreed on the amount of the Net Rent for the Third Extension Term.
- Q. The Original Lease, the Subsequent Agreements and this third lease extension and amending agreement (the “**Third 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 Third Extension Term.
- (b) The Third Extension Term shall commence on May 1, 2024 and expire on April 30, 2029.

3. RENT FOR THE THIRD EXTENSION TERM

- (a) The Net Rent payable for the Third Extension Term shall be Seventy-Nine Thousand, Four Hundred and Ninety-Two Dollars (\$79,492.00) per annum (based on a rate of Four Dollars (\$4.00) per square foot of the Rentable Area of the Premises per annum), payable in equal monthly installments of Six Thousand, Six Hundred and Twenty-Four Dollars and Thirty-Three Cents (\$6,624.33), each on the first day of each month during the Third Extension Term, the first of such monthly installments to be due and payable on May 1, 2024.
- (b) The Tenant shall pay, as Additional Rent, directly to the Landlord, the Tenant's Proportionate Share of Operating Costs in accordance with Schedule D of the Original Lease.
- (c) The Tenant shall pay, as Additional Rent, directly to the Landlord, the Tenant's Proportionate Share of Realty Taxes in accordance with Schedule G of the Original Lease.

4. AMENDMENT OF LEASE

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

- (a) The Landlord and the Tenant agree that the Tenant shall be granted two (2) further options to extend the term of the Lease for five (5) years each (each a "**Further Extension Term**"). Each Further Extension Term shall be upon the same terms and conditions of the Original Lease, as extended, renewed or amended by the Subsequent Agreements, as the case may be, except that there shall be no further right of extension beyond the last Further Extension Term and except for the Net Rent, which shall for each 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 respective Further Extension Term. The Net Rent for each Further Extension Term shall be determined by mutual agreement as of the date which is six (6) months prior to the expiry of the Third Extension Term or the respective Further Extension Term, as the case may be, or failing such agreement, by arbitration in accordance with Section 6.13 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 Third Extension Term or the respective 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 Third Lease Extension and Amending Agreement shall be granted in addition to the one (1) remaining extension right contained in the First Lease Extension and Amending Agreement and the one (1) remaining extension right contained in the First Lease Extension and Amending Agreement shall continue to survive and remain in full force and effect.

For greater clarity, the Tenant now has three (3) total options to extend the term for five (5) years each.

- (b) The Original Lease is amended as follows:
 - (i) Paragraph (f) 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, as amended:

The Corporation of the Municipality of East Ferris
390 Highway 94
Corbeil, Ontario POH IKO
Attention: Jason H. Trottier
Fax: (705) 752-2452
Email: jason.trottier@eastferris.ca

- (ii) 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, as amended:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Real Estate Operations
Fax: (705) 564-7570
Email: REOpsnotices@infrastructureontario.ca

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
Email: LeasingNotices@infrastructureontario.ca

And an additional copy to:

Ontario Infrastructure and Lands Corporation
c/o BGIS
4175 14th Avenue
Markham, Ontario L3R 0J2
Attention: IO Lease Administration
Fax: (416) 860-3462
Email: IOLeaseAdmin@bgis.com

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

“**Digital and Data Directive**” means the Management Board of Cabinet’s Digital and Data Directive, published on January 29, 2021, as amended from time to time.”

- (iv) Section 6.17, Notices, shall be deleted in its entirety and replaced with the following:

**“Section 6.17
Notices**

Any notice required or contemplated by any provision of this Lease shall be given in writing addressed in the case of notice to the Landlord to the address set out in Paragraph (f) of the Summary and in the case of notice to the Tenant to the address set out in Paragraph (g) of the Summary, and delivered by prepaid courier or by facsimile or by email or mailed by registered mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered mail shall be conclusively deemed to be the fifth (5th) Business Day after the day of such mailing. Such notice, if delivered by courier or if delivered by facsimile or by email, shall be conclusively deemed to have been given and received at the time of such delivery during normal business hours or on the next business day following if delivered outside of normal business hours in Ontario. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended or replaced from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Lease or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 6.17.

Notwithstanding the foregoing or anything to the contrary in this Lease, any notice delivered by the Landlord to the Tenant relating to a default by the Tenant under

this Lease must be delivered by prepaid courier or by registered mail postage prepaid (while a copy of such notice may be delivered by facsimile or email, delivery by such method(s) alone will not be considered sufficient notice hereunder).

Either party may at any time during the Term by giving notice to the other party (in the manner provided above) change the address of the party giving such notice, and thereafter the address as set out in Paragraph (f) or (g) of the Summary, as the case may be, shall be deemed to be the address so changed.”

- (v) Section 6.32, Counterparts, shall be deleted in its entirety and replaced with the following:

**“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 Third 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) 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.
- (c) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Lease, as amended and extended by the Subsequent Agreements.
- (d) The provisions of this Third Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

- (e) 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 Digital and 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
MUNICIPALITY OF EAST FERRIS**

By: _____
Name:
Title:

Authorized Signing Officer

By: _____
Name:
Title:

Authorized Signing Officer

Dated this ____ day of _____, 20__.

**HIS MAJESTY THE KING IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF
INFRASTRUCTURE, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

By: _____
Name:
Title:

Authorized Signing Officer