

FIRST LEASE EXTENSION AND AMENDING AGREEMENT

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

B E T W E E N:

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

(the “**Landlord**”)

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(the “**Tenant**”)

WHEREAS:

- A. By a lease dated June 14, 2017 (the “**Original Lease**”), the Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (“MOI”) leased to the Tenant the premises more particularly described as a portion of the basement floor space, comprising a rentable area of approximately three thousand, four hundred ninety-two (3,492) square feet (the “**Basement Floor Space**”), in the building municipally known as 440 Ken Street West, in the Town of Lindsey, in the Province of Ontario, as outlined on the plan attached to the Original Lease as Schedule “A” thereto (the “**Premises**”) for a term of five (5) years, commencing on April 1, 2016 and expiring on March 31, 2021 (the “**Original Term**”), in addition to other terms and conditions as set out therein.
- B. 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.
- C. 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.
- D. Pursuant to the terms of the Original Lease, the Tenant was entitled to extend the Original Term for two (2) additional terms of five (5) years each.
- E. The Tenant exercised its first right to extend the Original Term (the “First Lease Extension and Amending Agreement”) with an extension term commencing on April 1, 2021 and expiring on March 31, 2026 (the “First Extension Term”), in addition to other terms and conditions as set out therein.
- F. The Landlord and the Tenant have agreed to amend the Original Lease as hereinafter provided.
- G. The Original Lease, and as amended and extended by this First Lease Extension and Amending Agreement, is 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 valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, 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) Any reference made, throughout the Lease, to "square feet" shall be "deemed square feet".
- (b) The Lease is hereby extended for the First Extension Term.
- (c) The First Extension Term shall commence on April 1, 2021 and expire on March 31, 2026.
- (d) As of the April 1, 2021, the Basement Floor Space shall be deemed to be three thousand, five hundred nineteen (3,519) square feet.

3. RENT FOR THE FIRST EXTENSION TERM.

- (a) The Basic Rent payable for the First Extension Term shall be Twenty-Four Thousand, Six Hundred Thirty-Three Dollars (\$24,633.00) per annum (based on a rate of Seven Dollars (\$7.00) per square foot of the Basement Floor Space per annum), payable in equal monthly instalments of Two Thousand, Fifty-Two Dollars and Seventy-Five Cents (\$2,052.75), plus Sales Taxes, each on the first day of each month during the First Extension Term, the first of such monthly instalments to be due and payable on April 1, 2021.
- (b) Additional Rent for the year 2020 has been estimated by the Landlord to be Eight Dollars and Ninety-Nine Cents (\$8.99) per square foot of the Basement Floor Space and is subject to annual adjustments in accordance with the terms and provisions of the Lease. The annual Additional Rent shall be in the amount of Thirty-One Thousand, Six Hundred Thirty-Five Dollars and Eight-One Cents (\$31,635.81), shall be payable in equal monthly installment of Two Thousand, Six Hundred Thirty-Six Dollars and Thirty-Two Cents (\$2,636.32), Sales Taxes to be added, the first of such monthly payment to be due and payable on April 1, 2021.

4. AMENDMENT OF LEASE

The extension contemplated in this First 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 Original Lease is amended as follows:
 - (i) 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.”
 - (ii) 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.”
 - (iii) Section 1.01 (p) of the Original Lease is deleted in its entirety and replaced with the following address for the Landlord for purposes of payment of rent:

Ontario Infrastructure and Lands Corporation
c/o CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: OILC PLMS Accounts Receivable
 - (iv) Section 1.01 (o) of the Original Lease is deleted in its entirety and replaced with the following address for the Landlord for the purposes of delivering notices in accordance with Section 17.07 of the Original Lease.

Ontario Infrastructure and Lands Corporation

343 Preston Street, 3rd Floor, Suite 320
Ottawa, Ontario K1S 1N4
Attention: Vice President, Asset Management
Fax: (613) 738-4106

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

- (v) A new Section 17.20, Health and Safety, shall be inserted as follows:

**“Section 17.20
Health and Safety**

“The Tenant represents and warrants that, as of the date that this agreement is executed and at all times thereafter during the Term and renewals or extensions thereof, the Tenant shall take all reasonable precautions as a prudent Tenant to ensure the health and safety of the Tenant, and its occupants, invitees, employees, visitors, service providers, agents, and those for whom the Tenant is in law responsible. The Tenant further covenants and agrees that during any Health Emergency, it shall take all reasonable actions to mitigate or minimize the effects of the Health Emergency, and comply with any rules or regulations of the Landlord or any orders, ordinances, laws, rules, restrictions any by-laws of any public health official or governing bodies.

A “**Health Emergency**” means a situation in which the Landlord determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority, that occupants, tenants, invitees or contractors working in the Building are or may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health.”

- (vi) A new Section 17.21, Counterparts, shall be inserted as follows:

**“Section 17.21
Counterparts**

“The parties agree that this First Lease Extension and Amending Agreement 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 First Lease Extension and Amending Agreement 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 First Lease Extension and Amending Agreement.”

5. GENERAL

- (a) Both the Landlord and the Tenant acknowledge and confirm that the Cancellation right stated in Section 17.04 of the Original Lease shall continue to apply during this First Extension Term.
- (b) The Landlord and the Tenant acknowledge that the Tenant has one (1) further option to extend the term of the Original Lease beyond the expiry of this First Extension Term, as set out in Section 17.02 of the Original Lease.
- (c) The Landlord and the Tenant hereby mutually covenant and agree that during the First 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.
- (d) The Lease shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (e) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Original Lease, as amended and extended.
- (f) The parties agree that this First Lease Extension and Amending Agreement 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 First Lease Extension and Amending Agreement 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 First Lease Extension and Amending Agreement.
- (g) The provisions of this First 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.

- (h) The Tenant acknowledges and agrees that the commercial and financial information in this First Lease Extension and Amending Agreement is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended 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 ____.

**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**

Per: _____
Name: _____
Title: _____

Authorized Signing Officer

Dated this _____ day of _____, 20 ____.

**THE CORPORATION OF THE CITY
OF KAWARTHA LAKES**

Per: _____
Name: _____
Title: _____

Authorized Signing Officer

Per: _____
Name: _____
Title: _____

Authorized Signing Officer