

LEASE AGREEMENT

This Lease effective as of the **day of** , 20 (the "Effective Date").

BETWEEN

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

a corporation incorporated under the laws of the Province of Ontario
(hereinafter called the "Landlord")

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

a corporation incorporated under the laws of the Province of Ontario
(hereinafter called the "Tenant")

WHEREAS the Landlord is the owner of those lands known municipally as 230 Angeline Street South, Lindsay, Ontario and legally described in Attachment A attached hereto (the "Lands");

AND WHEREAS the Tenant has agreed to lease a portion of the Lands as more particularly described and depicted in Attachment B attached hereto (the "Leased Lands") from the Landlord for the purposes described herein and the Landlord has agreed to lease to the Tenant the Leased Lands according to the terms, conditions and covenants hereinafter set forth;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article I. BASIC LEASE INFORMATION

Section I.1 Defined Terms

The parties hereto agree that when used in this Lease or any Exhibit attached to this Lease, the following words or expressions have the meanings hereinafter set forth:

- (a) "**Applicable Laws**" means all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or in force after the Commencement Date.
- (b) "**Commencement Date**" has the meaning set out at section II.1(c).
- (c) "**Environmental Laws**" means, collectively, the *Environmental Protection Act*, R.S.O. 1990, c. E.19 and all other legislation, regulations, and applicable orders, decisions, or the like rendered by any Authority relating to any Hazardous Substances.

- (d) "**Hazardous Substances**" means those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials, or substances, or contaminants.
- (e) "**Improvements**" means the construction of and maintenance of an approximately 35,000 square foot building (which includes installation of water, sewer, stormwater, hydro, fibre optic, etc. infrastructure) in the 3.07 acre location marked in Attachment B and related 20-vehicle parking lot located in the approximately 0.84 acre location marked in Attachment B-2, each with their own entrance installed into the shared driveway marked at Attachment B-3, all of which may be constructed by the Tenant, in accordance with the facility design plan finalized by the Tenant.
- (f) "**Permitted Use**" means the use of the Leased lands for the construction of the Improvements and the operation of an EMS (Paramedics) Headquarters facility and administration building, complementary municipal service function, and any such other uses as may be agreed upon by the parties in writing.
- (g) "**Landlord**" has the meaning set forth in the recitals.
- (h) "**Lands**" the meaning set forth in the recitals.
- (i) "**Leased Lands**" the meaning set forth in the recitals.
- (j) "**Transfer**" means (i) an assignment, sale, conveyance, sublease, or other disposition of this Lease or the Leased Land, or any part of them or any interest in this Lease (whether by operation of law or otherwise); (ii) a mortgage, charge or debenture (floating or otherwise) or other encumbrance of this Lease or the Leased Lands or any part of them, or of any interest in this Lease; (iii) a parting with or sharing of possession of all or part of the Leased Lands; and (iv) a transfer or issue by sale, assignment, operation of law or other disposition, or by subscription of all or part of the corporate shares of the Tenant or an "affiliate" (as that term is defined on the date of this Lease under the *Canada Business Corporations Act*) of the Tenant which results in a change in the effective voting control of the Tenant.
- (k) "**Transferor**" and "**Transferee**" have meanings corresponding to the definition of "Transfer" set out above.

Section I.2 Exhibits

The following exhibits are attached to this Lease and form part of this Lease

Attachment A:	Legal Description of the Lands
Attachment B:	Depiction of the Leased Lands

Article II. AGREEMENT AND USE**Section II.1 Lease**

- (a) The Landlord hereby demises and leases to Tenant the Leased Lands, and Tenant shall lease the Leased Lands from Landlord, according to the terms and conditions of this Lease Agreement.
- (b) The duration of this Lease will be for term of twenty-five (25) years (the “**Term**”) commencing on the Commencement Date, as defined below.
- (c) The commencement date shall be the first day of the month immediately following the receipt by the Tenant of a building permit for the construction of the Improvements on the Leased Lands (the “**Commencement Date**”). The Tenant shall provide a copy of such building permit to the Landlord, and the parties shall confirm in writing as to the Commencement Date of the lease on such occasion, as per the definition set out herein. In the event that the Commencement Date has not occurred within twenty-four (24) months of the Effective Date of this Lease Agreement, this Lease shall automatically terminate, and the parties shall release each other from their obligations pursuant to this Lease and from any and all damages flowing from this Lease.
- (d) The Tenant shall have the right, upon providing written notice to the Landlord not less than ninety (90) days prior to the end of the initial Term, to renew this Lease for three (3) further terms of twenty-five (25) years, on all the same terms and conditions as contained herein except with respect to the Rent, as detailed in paragraph 3.01.
- (e) In the event that the Tenant remains in occupation of the Leased Lands after the expiration of the Term, the Tenant is thereafter a tenant from month to month at a monthly rent equal to the Rent payable by the Tenant during the last year of the Term and otherwise upon and subject to all of the covenants and provisos of this Lease applicable to a monthly tenancy.

Section II.2 Permitted Use.

- (a) The Tenant shall use the Leased Lands only for the Permitted Use.
- (b) The Tenant shall not allow the Leased Lands to be used for any unlawful purposes.

It is agreed that the Tenant shall, at its sole cost and expense, construct a complete municipal EMS (Paramedics) Headquarters facility and administration building on the Leased Lands in accordance with the Concept Plan attached hereto as Attachment “C”.

- (c) The Tenant covenants and agrees that the municipal EMS (Paramedics) Headquarters facility and administration building and all fixed improvements from time to time erected upon the Lands shall be used for a municipally operated EMS (Paramedics) Headquarters facility and administration building and shall be in compliance with all provisions of municipal by-laws pertaining to the use.
- (d) The Tenant shall not commit or permit any waste or nuisance thereon, or permit any part of the EMS (Paramedics) Headquarters facility and administration building to be used for any dangerous, noxious or offensive trade, occupation or business.
- (e) The Landlord shall support any applications by the Tenant pertaining to the erection of such Improvements as allow the Leased Lands to be used for the Permitted Use, and shall execute any documentation reasonably necessary to demonstrate its consent to the proposed Improvements, provided such Improvements are in compliance with all municipal, provincial, and federal laws.
- (f) Tenant will keep and maintain the Improvements in good condition and repair. Tenant will be responsible for grass cutting, removal of dead or diseased trees, maintenance of the path if it remains, and the capital costs of the building.

Section II.3 No Assignment, No Subletting

The Tenant shall not have the right to assign or sublet this Lease to any person or Corporation or other entity without the written consent of the Landlord, which may be unreasonably withheld or refused.

Section II.4 Delivery of Possession

- (a) The Landlord will deliver possession of the Leased Lands to Tenant on the Commencement Date, "AS-IS" in its present condition.
- (b) The Tenant acknowledges neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Leased Lands for the Permitted Use or as to the physical condition of the Leased Lands, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any improvements to the Leased Lands.
- (c) The Tenant acknowledges and agrees that it shall be responsible for all costs associated with installing all utility connections on the Leased Lands if required. The Landlord agrees it shall cooperate and execute any documents necessary to support the installation of utilities by the Tenant.

Section II.5 Governmental Approvals.

Tenant shall, at its sole cost and expense, apply for and obtain all licenses, permits, approvals, required by any municipal, provincial, or federal governmental authorities for its use of the Leased Lands, including without limitation, all applications for zoning variances, zoning ordinances, building code variances, amendments, special use permits, and construction permits (collectively, the "**Governmental Approvals**"). Landlord shall cooperate with Tenant to obtain all necessary Governmental Approvals, provided; however, Landlord shall not be required to expend any money in such cooperation.

Section II.6 Compliance with Environmental Laws

The Tenant, at its expense, shall comply, at all times, with all Environmental Laws as they relate to all or any part of the Leased Lands, including, without limitation:

- (a) promptly remove, in accordance with all Applicable Laws, any Hazardous Substances brought on the Leased Lands contrary to Environmental Laws during the Term;
- (b) promptly remove, in accordance with all Applicable Laws, from surrounding properties, all Hazardous Substances brought onto the Leased Lands during the Term that migrated from the Leased Lands onto such surrounding properties contrary to Environmental Laws;
- (c) during the Term, keep the Leased Lands in the condition necessary to meet then current minimum standards in Environmental Laws at the time; and
- (d) pay, on or before payment is due, all fines, penalties, interests, and costs imposed by any Authority for any contravention of Environmental Laws relating to the operations on the Leased Lands during the Term.

Section II.7 Notify the Landlord of Contraventions of Environmental Laws

During the Term, the Tenant shall promptly notify the Landlord in writing of:

- (a) all and any spills, discharges, or other releases of Hazardous Substances onto the Leased Lands, or from the Leased Lands onto other properties, that is in contravention of Environmental Laws;
- (b) all and any notices of violation, directions, or orders issued by any Authority in relation to a contravention of Environmental Laws relating to the Leased Lands; and
- (c) when each contravention as in Section II.7(a) or Section II.7(b) above is remediated and when any and all related orders, notices, or directions are closed by the issuing Authority.

Section II.8 Access

- (a) Landlord shall ensure that the Tenant shall have access to the Leased Lands from a municipally maintained road. In the event that the Tenant requires access across lands or properties owned by the Landlord to access the Leased Lands, the Landlord shall maintain the existing roadway as shown in Attachment B-3 (the “**Access Drive**”) allowing the Tenant and its assignees, sublessees and licensees access to the Leased Lands.
- (b) In accessing the Leased Lands, the Tenant shall not interfere with the Landlord's operations and the Tenant shall not in any manner block access to any facilities on the Lands.
- (c) The Landlord shall have the right upon ten (10) days prior written notice to the Tenant, to relocate the Access Drive to another location on the Lands, as long as the Tenant's access to and use of the Leased Lands is not materially affected.

Article III. RENT, TAXES, AND UTILITIES

Section III.1 Rent

- (a) The Tenant shall pay a fixed annual rent at the rate of One Hundred Thousand Dollars (\$100,000.00) per acre plus HST over the Term, which equates to Four Thousand Dollars (\$4,000.00) per acre plus HST per year. Rent is payable in equal monthly installments of Three Hundred and Thirty-Three Dollars and Thirty-Three Cents per acre (\$333.33) plus HST due in advance on the first of each and every month following the Commencement Date (“**Rent**”).
 - 1) At 3.91 acres, this is \$1,472.76 per month, inclusive of HST, or \$17,673.20 per annum, inclusive of HST.
- (b) Rent will be paid directly to the Landlord or as the Landlord may further direct from time to time, in writing.

Section III.2 Taxes

In addition to Rent, the Tenant shall pay all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind (including assessments for local or public improvements and school taxes) which may at any time during the Term be imposed, assessed or levied in respect of the Leased Lands, the EMS (Paramedics) Headquarters facility and administration building, and all fixtures and improvements from time to time thereon, or which, however imposed, might constitute a lien on the Leased Lands or any part thereof or a liability of the Landlord (all of which taxes, assessments, rates, charges and impositions referred to in this paragraph as “**Realty Taxes**”).

Section III.3 Utilities

The Tenant shall, at its sole cost and expense, install and arrange for electricity, water, gas, and other utilities necessary for the Tenant's operations to be provided to the Leased Lands directly from such providers. The Tenant shall be billed directly for the use of such services, and shall promptly pay the same when due.

Section III.4 Limitation on Liability

The Landlord will not be in default under this Lease or be liable to Tenant or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

Article IV. INSURANCE

Section IV.1 Tenant's Insurance

- (a) At all times during the Term, the Tenant will carry and maintain, at the Tenant's expense, the following insurance in the amounts specified below or such other amounts as the Landlord may from time to time reasonably request:
- i. bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than Five Million Dollars (\$5,000,000.00). All such insurance will be equivalent to coverage offered by a Commercial General Liability form including, without limitation, personal injury, death of persons or damage to property occurring in, on, or about the Land, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;
 - ii. property insurance covering the Improvements, and any other personal property owned by the Tenant or any Licensee located on or about the Leased Lands, and any-leasehold improvements to the Land, in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss."
 - iii. builders risk insurance protecting the Landlord, Tenant, Tenant's contractors, and their subcontractors, from loss or damage that occurs during the course of construction on the Lands to buildings, equipment, tools, Improvements, and other property at the Leased Lands, on an "all risks" basis in the amount of the full replacement cost thereof;
 - iv. additional insurance reasonably requested by the Landlord.

Section IV.2 Forms of the Policies

- (a) Certificates of Insurance, together with copies of endorsements, when applicable, listing the Landlord and any others specified by Landlord as additional insureds, will be delivered to the Landlord prior to Tenant's occupancy of the Leased Lands and from time to time at least ten (10) days prior to the expiration of the term of each such policy. All such policies maintained by the Tenant will provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to the Landlord.
- (b) All Commercial General Liability and property policies maintained by the Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that the Landlord may carry.

Section IV.3 Waiver of Subrogation

- (a) The Landlord and Tenant each waive any and all rights to recover against the other or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Article or any other property insurance actually carried by such party to the extent of the limits of such policy.
- (b) The Landlord and Tenant, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Leased Lands or the contents of the Leased Lands.

Article V. INDEMNIFICATION, WAIVER, AND RELEASE

Section V.1 Tenant's Indemnification

- (a) From and after execution of this Lease, the Tenant assumes all risks of its own operations, and those of its agents, independent contractors, any sublessees or licensees. The Tenant and its agents, independent contractors, licensees, and any sublessees, shall indemnify, and hold harmless the Landlord, its employees, directors, officers and agents harmless from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, reasonable legal fees) which arise out of or relate to:
 - i. the use or occupancy or manner of use or occupancy of the Leased Lands by the Tenant or any person claiming under the Tenant;
 - ii. any activity, work, or thing done or permitted by the Tenant in or about the Leased Lands;

- iii. any breach by the Tenant or its employees, agents, contractors or invitees of this Lease; and
 - iv. any injury, loss or damage to the person, property or business of the Tenant, its employees, agents, or contractors or any invitees entering upon the Leased Lands under the express or implied invitation of Tenant.
- (b) If any action or proceeding is brought against the Landlord or its employees, directors, officers or agents by reason of any such claim for which the Tenant has indemnified the Landlord, the Tenant, upon written notice from the Landlord, will defend the same at the Tenant's expense with counsel reasonably satisfactory to the Landlord. The Tenant's obligations under this section shall survive the expiration or other termination of this Lease. The Tenant shall have each of its agents, independent contractors, and any subtenants or licensees, sign an agreement in favor of the Landlord that obligates each of the Tenant's agents, independent contractors, subtenants, and any licensees, to indemnify the Landlord in accordance with the terms of this Lease Agreement and promptly provide the Landlord with copies of such agreements.

Section V.2 Waiver and Release

The Tenant, as a material part of the consideration to the Landlord for this Lease, by this section waives and releases all claims against the Landlord, its directors, officers, employees and agents with respect to all matters for which the Landlord has disclaimed liability pursuant to the provisions of this Lease.

Article VI. END OF TERM

Section VI.1 Surrender

- (a) The Tenant will provide, on an ongoing basis throughout the Term, facility condition assessments for the building (as are currently obtained by the City per its asset management obligations). Upon expiration or earlier termination of this Lease Agreement, the Tenant shall surrender the Leased Lands to the Landlord. Within sixty (60) days following the expiration or termination of this Lease, the Tenant shall remove all of its equipment or trade fixtures constructed or installed pursuant to this Lease (i.e. signage installed on the Improvements or at the entrance to the Lands).
- (b) If within sixty (60) days after the expiration or termination of this Lease, the Tenant has not removed its equipment or trade fixtures the Landlord may remove the Tenant's equipment and trade fixtures and the Tenant shall reimburse the Landlord for all expenses or costs for removal. The Tenant's obligations under this Section shall survive the expiration or other termination of this Lease Agreement.
- (c) Within sixty (60) days after the expiration or termination of this Lease, the Landlord may

require the Tenant to demolish the Improvements, cap the utilities and sod and/or seed the property disturbed so as to return it to its pre-existing condition at the Tenant's sole cost and expense within 365 days of being notified of the Landlord's decision to require same, failing so, the Landlord will have the option to remove the Improvements and recover the costs of same from the Tenant. The Tenant shall be responsible for hoarding and making safe the Improvements pending demolition.

- (d) The Landlord will accept the parking lot on an "as is" basis at the end of the Term.

Article VII. MAINTENANCE; REQUIREMENTS OF LAW

Section VII.1 Maintenance

The Tenant shall at all times throughout the Term, at its sole cost and expense, maintain and repair the Leased Lands, the Improvements, and all trade fixtures and personal property of the Tenant located thereon.

Section VII.2 Compliance with Laws

At its sole cost and expense, the Tenant will promptly comply with Applicable Laws insofar as they relate to (a) the Tenant's use, occupancy, or alteration of the Leased Lands; or (b) the condition of the Leased Lands resulting from Tenant's use, occupancy, or alteration of the Leased Lands.

Article VIII. DEFAULT

Section VIII.1 Events of Default

The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

- (a) The Tenant defaults in the due and punctual payment of Rent, and such default continues for fifteen (15) business days after written notice from the Landlord;
- (b) The Tenant and its subtenants and licensees vacate or abandon the Leased Lands;
- (c) This Lease or the Leased Lands or any part of the Leased Lands are taken upon execution or by other process of law directed against the Tenant, or are taken upon or subject to any attachment by any creditor of the Tenant or claimant against the Tenant, and said attachment is not discharged or disposed of within fifteen (15) days after its levy;
- (d) Voluntary or involuntary proceedings under any bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the Province of Ontario or of Canada for the dissolution of the Tenant are instituted against the Tenant, or a receiver or

trustee is appointed for all or substantially all of the property of the Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;

- (e) The Tenant breaches any of the other agreements, terms, covenants or conditions which this Lease requires the Tenant to perform, and such breach continues for a period of ten (10) days after written notice from the Landlord to the Tenant or, if such breach cannot be cured reasonably within such ten (10)-day period, if the Tenant fails to diligently commence to cure such breach within ten (10) days after written notice from the Landlord and to complete such cure within a reasonable time thereafter.

Section VIII.2 Landlord's Remedies.

If any one or more Events of Default set forth in Section VIII.1 occurs then the Landlord has the right, at its election:

- (a) To terminate this Lease, in which case the Tenant's right to possession of the Leased Lands will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term. If this Lease is terminated, the Landlord will be entitled to recover from Tenant:
 - i. the unpaid rent that had been earned at the time of termination;
 - ii. the unpaid rent that had been earned at the date of the judgment awarding damages to the Landlord (the "**Date of Judgment**");
 - iii. the unpaid rent for the balance of the Term of this Lease after the Date of Judgment; and
 - iv. any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result from that failure.

The amount referred to in clauses (i) and (ii) is computed by allowing interest at the highest rate permitted by law.

- (b) To reenter and take possession of the Leased Lands, subject to the provisions of the *Commercial Tenancies Act*; and
- (c) To cure any event of default and to charge the Tenant for the cost of effecting such cure, including without limitation reasonable legal fees and interest, provided that the Landlord will have no obligation to cure any such event of default of the Tenant.

Section VIII.3 Remedies Cumulative

- (a) The Landlord's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or

otherwise, including, but not limited to injunctive relief, specific performance and damages.

- (b) The exercise or beginning of exercise by the Landlord of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

Article IX. GENERAL

Section IX.1 Quiet Enjoyment.

As long as the Tenant performs all covenants and obligations contained in this Lease, the Landlord warrants quiet enjoyment of the Leased Lands by the Tenant, its assignees, subtenants and licensees; provided that the Landlord, its agents or representatives, and any other person authorized by Landlord, may enter upon the Leased Lands for the purpose of inspecting the Leased Lands and to exhibit the Leased Lands to prospective purchasers or lenders. Any entry onto or inspection of the Land shall not constitute eviction of the Tenant in whole or in part.

Section IX.2 Condemnation

In the event of a condemnation or other taking by any governmental agency of all or a portion of the Leased Lands necessary for Tenant's operations thereon, this Lease will terminate when the condemning authority takes possession of the Leased Lands. Any such condemnation award shall be paid to the Landlord, except that the Tenant will have the right to assert a separate claim for moving expenses, business interruption, and leasehold improvements paid for by the Tenant.

Section IX.3 Liens

The Tenant will keep the Leased Lands free and clear of all construction liens, contractors' or mechanics' liens and other liens on account of work done for the Tenant or persons claiming under the Tenant.

Section IX.4 Notices

All notices and other communications required or permitted under this Lease shall be in writing and shall be given (a) by first class mail, postage prepaid, registered or certified, return receipt requested; (b) by hand delivery (including by means of a professional messenger service); (c) by delivery from a nationally recognized overnight delivery service that routinely issues receipts; or (d) by electronic mail, which notice shall be addressed to the party to whom such notice is being given, at their address set forth as follows:

In the case of the Landlord, to:

Trillium Lakelands District School Board
P. O. Box 420
300 County Road 36,
Lindsay, Ontario K9V 4S4
Attention:
Fax:
Email:

In the case of the Tenant, to:

The Corporation of the City of Kawartha Lakes
26 Francis Street,
Lindsay, Ontario, K9V 5R8
Attention:
Fax:
Email:

Any such notice or other communication shall be deemed to be effective when actually received or rejected. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

Section IX.5 Inspection

Landlord reserves the right to enter, upon reasonable notice to the Tenant, and at a time mutually convenient, the Land to inspect the same.

Section IX.6 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the Tenant. The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby the Rent is to be measured and ascertained.

Section IX.7 No Waiver

The waiver by either Landlord or Tenant of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

Section IX.8 Authority

Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party

is authorized to do so by its board of directors.

Section IX.9 Governing Law

This Lease shall be governed by and construed pursuant to the laws of the province of Ontario.

Section IX.10 Registration on Title

Tenant shall be authorized to register notice of this Lease on title upon execution by both parties, and the Landlord's execution of this Lease shall be deemed to grant sufficient authority to the Tenant or the Tenant's agent or legal representative for the purposes of such registration.

Section IX.11 Right of First Refusal

- (a) In the event that the Landlord decides to list the Lands for sale, it shall first provide notice, in writing, of its intention and its intended listing price to the Tenant (the "Sale Notice"). The Tenant shall have the option to elect to purchase the Lands by providing the Landlord with written notice within ten (10) business days at the listing price indicated in the Sale Notice (the "Exercise Notice"), provided that such closing shall occur within one hundred and fifty (150) days of the Exercise Notice being delivered to the Landlord.
- (b) In the event the Tenant does not provide an Exercise Notice to the Landlord, and the Landlord lists the Lands for sale, any such sale agreement the Landlord enters into (an "Offer") shall contain a condition that the agreement is subject to the first right of the Tenant to purchase the Lands on all the same terms and conditions as outlined in any offer to purchase otherwise accepted by the Landlord (the "First Right of Purchase"), excepting only that where the Closing Date is less than sixty (60) days from the date of the Notice received by the Tenant, the Tenant shall have ninety (90) days from the date it exercises its First Right of Purchase to close the transaction. The Landlord shall provide an exact copy of the offer the Landlord intends to except, and the Tenant shall have ten (10) business days from receiving such copy to exercise its First Right of Purchase by submitting to the Landlord a notice in writing of the Tenant's intentions to purchase the Lands on all the same terms and conditions set out in the Offer, excepting only that the condition regarding the Tenant's First Right of Purchase shall be deemed to be fulfilled (the "Purchase Agreement"). The parties shall then proceed to close the transaction in accordance with the terms of the Purchase Agreement.

Section IX.12 Transfer of Land by Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then only to the extent that the transferee or disposes agrees with the Landlord to assume its obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

Section IX.13 Severability

If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section IX.14 Waiver

Failure by the Landlord to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rent so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord, unless such waiver be in writing by the Landlord.

Section IX.15 Entire Agreement; Amendment

This Lease contains the entire agreement between Landlord and Tenant. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

Section IX.16 Legal Fees

If any action is instituted by either party to this Lease Agreement to enforce any of the terms of this Lease or the License Agreement, the prevailing party shall be entitled to receive from Tenant its reasonable legal fees, on a solicitor client basis. The parties agree that the Landlord shall contribute Two Thousand Five Hundred Dollars (\$2,500.00) towards the legal fees and expenses of the Tenant. The parties agree that such legal fees shall be reimbursed to the Landlord provided the Lease is not terminated pursuant to the Early Termination Condition in provision 9.1.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Executed in the Province of Ontario on the * day of *, 202*.

**TRILLIUM LAKELANDS DISTRICT
SCHOOL BOARD**

Per:

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

Per:

ATTACHMENT "A"

Legal Description of the Lands

PIN 63238-0070 (LT)

PT S1/2 LT 18 CON 5 OPS PT 34-35 57R7214; S/T & T/W R309070 EXCEPT THE
EASEMENT THEREIN (DESCRIBED IN A27326); S/T VT46616; KAWARTHA LAKES

ATTACHMENT "B"

Depiction of Leased Land

ATTACHMENT "C"

Concept Plan