

**FIFTH LEASE EXTENSION AND AMENDING AGREEMENT**

**THIS AGREEMENT** made in duplicate as of April 1, 2023.

**B E T W E E N:**

**THE CORPORTION OF THE COUNTY OF BRUCE**

(the “**Landlord**”)

- and -

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

(the “**Tenant**”)

**WHEREAS:**

A. By an office lease (semi-gross) dated June 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 the Cabinet (the “**Chair**”) the premises more particularly described as follows:

- (a) a portion of the first (1<sup>st</sup>) floor, comprising a rentable area of approximately one thousand, five hundred and twenty-seven (1,527) square feet (the “**Initial Premises**”), for a term of two (2) years and seven (7) months in respect of the Initial Premises, commencing on June 1, 2000 and expiring on December 31, 2002 (the “**Initial Term**”), and
- (b) a portion of the second (2<sup>nd</sup>) floor, comprising a rentable area of approximately three hundred and thirty-five (335) square feet (the “**Additional Premises**”), for a term of two (2) years and two (2) months in respect of the Additional Premises, commencing on November 1, 2000 and expiring on December 31, 2002 (together with the Initial Term, the “**Original Term**”),

the Initial Premises and the Additional Premises comprising an aggregate rentable area of approximately one thousand, eight hundred and sixty-two (1,862) square feet (the “**Original Rentable Area of the Premises**”), in the building municipally known as 215 Cayley Street (the “**Building**”), in the Town of Walkerton, in the Province of Ontario, as shown on the floor plan attached to the Original Lease as Schedule “B” thereto (the “**Original Premises**”), 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 term for one (1) additional term of five (5) years.

C. The Chair exercised its right to extend the Original Term by a lease extension agreement dated April 1, 2003 (the “**First Lease Extension Agreement**”) with an extension term commencing on April 1, 2003 and expiring on March 31, 2008 (the “**First Extension Term**”), wherein the Landlord and the Chair agreed to amend the Original Premises to reflect the premises more particularly described as follows:

- (a) a portion of the first (1<sup>st</sup>) floor, comprising a rentable area in two parts including an area of approximately two thousand, three hundred and seventy-nine (2,379) square feet plus an area of approximately three hundred and ninety-two (392) square feet, and
- (b) a portion of the second (2<sup>nd</sup>) floor, comprising a rentable area of approximately four hundred and forty-four (444) square feet,

comprising an aggregate rentable area of approximately three thousand, two hundred and fifteen (3,215) square feet (the “**Rentable Area of the Premises**”), in the Building, as

shown on the floor plan attached to the First Lease Extension Agreement as Schedule “B” thereto (the “**Premises**”), in addition to other terms and conditions as set out therein.

- D. Pursuant to the terms of the First Lease Extension Agreement, the Chair was entitled to extend the First Extension Term for one (1) additional term of five (5) years.
- E. 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**”).
- F. MPIR exercised its right to extend the First Extension Term by a lease extension and amending agreement dated July 24, 2007 (the “**Second Lease Extension and Amending Agreement**”) with an extension term commencing on April 1, 2008 and expiring on March 31, 2013 (the “**Second Extension Term**”), in addition to other terms and conditions as set out therein.
- G. Pursuant to the terms of the Second Lease Extension and Amending Agreement, MPIR was entitled to extend the Second Extension Term for three (3) additional terms of five (5) years each.
- H. 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**”).
- I. 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**”).
- J. 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 dated June 6, 2011.
- K. 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.
- L. MOI exercised its first right to extend the Second Extension Term by a lease extension and amending agreement dated April 1, 2013 (the “**Third Lease Extension and Amending Agreement**”) with an extension term commencing on April 1, 2013 and expiring on March 31, 2018 (the “**Third Extension Term**”), in addition to other terms and conditions as set out therein.
- M. 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**”).
- 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 Minister of Economic Development, Employment and Infrastructure under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to MOI.
- O. MOI exercised its right to extend the Third Extension Term by a lease extension and amending agreement dated April 1, 2018 (the “**Fourth Lease Extension and Amending Agreement**”) with an extension term commencing on April 1, 2018 and expiring on March

31, 2023 (the “**Fourth Extension Term**”), in addition to other terms and conditions as set out therein.

- P. Pursuant to the terms of the Fourth Lease Extension and Amending Agreement, MOI was entitled to extend the Fourth Extension Term for two (2) additional terms of five (5) years each.
- Q. 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**”).
- R. 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 MOI.
- S. By a letter dated November 30, 2022, the Tenant exercised its right to extend the Original Term, as amended and extended, in accordance with the terms of the Original Lease, as amended and extended, with a fifth extension term commencing on April 1, 2023 and expiring on March 31, 2028 (the “**Fifth Extension Term**”), in addition to other terms and conditions as set out herein.
- T. The Original Lease, as amended and extended, 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.
- U. The Landlord and the Tenant have agreed on the amount of the Annual Rent for the Fifth Extension Term.
- V. The Original Lease, the First Lease Extension Agreement, the Second Lease Extension and Amending Agreement, the Third Lease Extension and Amending Agreement, the Fourth Lease Extension and Amending Agreement and this fifth lease extension and amending agreement (the “**Fifth 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 Fifth Extension Term.
- (b) The Fifth Extension Term shall commence on April 1, 2023 and expire on March 31, 2028.

### **3. RENT FOR THE FIFTH EXTENSION TERM**

- (a) The Annual Rent payable for the period from April 1, 2023 up to and including March 31, 2024 shall be Eighty-Two Thousand, Two Hundred Seventy-One Dollars and Eighty-Five Cents (\$82,271.85) per annum based on an annual rate of Twenty-Five Dollars and Fifty-Nine Cents (\$25.59) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Twelve Dollars and Seventy-Five Cents (\$12.75) for each square foot for the Base Rent and Twelve Dollars and Eighty-Four Cents (\$12.84) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Six Thousand, Eight Hundred Fifty-Five Dollars and Ninety-Nine Cents (\$6,855.99),

each on the first day of each month of the said period, the first of such monthly installments to be due and payable on April 1, 2023.

- (b) The Annual Rent payable for the period from April 1, 2024 up to and including March 31, 2028 shall be Seventy-Seven Thousand, Four Hundred Forty-Nine Dollars and Thirty-Five Cents (\$77,449.35) per annum based on an annual rate of Twenty-Four Dollars and Nine Cents (\$24.09) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Eleven Dollars and Twenty-Five Cents (\$11.25) for each square foot for the Base Rent and Twelve Dollars and Eighty-Four Cents (\$12.84) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Six Thousand, Four Hundred Fifty-Four Dollars and Eleven Cents (\$6,454.11), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on April 1, 2024.
- (c) The base year for the purpose of calculation of the Operating Costs in accordance with Schedule D attached to the Original Lease shall be the calendar year 2020.

#### 4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Fifth 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 Tenant shall pay to the Landlord all applicable Sales Taxes assessed on the Rent payable by the Tenant to the Landlord under the Lease. The Sales Taxes shall not be deemed to be Additional Rent under the Lease, but may be recovered by the Landlord as though they were Additional Rent.
- (b) The Landlord and the Tenant agree that the Tenant shall be granted one (1) further option to extend the term of the Lease for up to 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 Fifth Extension Term, 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 Fifth Extension Term.

The Landlord and Tenant acknowledge and agree that the extension rights granted in subsection 4(b) of this Fifth Lease Extension and Amending Agreement shall be granted in addition to the extension rights contained in the Fourth Lease Extension and Amending Agreement and the extension rights contained in the Fourth Lease Extension and Amending Agreement shall continue to survive and remain in full force and effect. For greater clarity, at the commencement of the Fifth Extension Term, the Tenant will have one (1) option to extend for five (5) years and one (1) option to extend for up to five (5) years.

- (c) 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, Real Estate Operations  
Fax: (416) 327-1906

Email: [REOpsnotices@infrastructureontario.ca](mailto: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](mailto:LeasingNotices@infrastructureontario.ca)

And an additional copy to:

CBRE Limited  
120 Bremner Boulevard, Suite 1100  
Toronto, Ontario M5J 0A8  
Attention: Global Workplace Solutions – Director, Lease Administration – OILC  
Fax: (416) 775-3989  
Email: [io\\_lease\\_admin@cbre.com](mailto:io_lease_admin@cbre.com)

- (ii) 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 (5<sup>th</sup>) 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.”

- (iii) Section 6.30, Further Assurances, shall be inserted as follows:

**“Section 6.30  
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.”

- (iv) Section 6.31, Counterparts, shall be inserted as follows:

**“Section 6.31  
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 Fifth 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 Tenant shall continue to have the right to cancel this Lease with such date of cancellation to be effective at any time, by providing the Landlord with not less than ninety (90) days’ 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 Fifth 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.**

(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 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.

**“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.

**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 COUNTY OF BRUCE**

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