

Rental Unit:	A79075, A79076	Lease ID:	M70538
Property Code:	N60048	Land ID:	P60249, P60250
File ID:	M644-210F, M644-210G	Region:	Land-South

LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in sextuplicate as of March 10, 2016 (revised March 5, 2018).

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE**

(the "Landlord")

OF THE FIRST PART

- and -

HALDIMAND COUNTY

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a Commercial Land Lease dated September 13, 2013 (the "Original Lease"), the Landlord, Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure ("MOI") leased to the Tenant Part of Blocks 53 & 55, Plan D-37-1, County of Haldimand, in the Province of Ontario, containing approximately 4.0 effective acres in two parcels of approximately 12.258 total acres more or less as shown hatched in red on the plan attached to the Original Lease as Schedule "A" thereto (the "Leased Lands") for a term of three (3) years, commencing on January 1, 2014 and expiring on December 31, 2016 (the "Original Term"), in addition to other terms and conditions as set out therein.
- B. 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").
- C. 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 MOI.
- D. The Landlord and the Tenant have agreed to extend the Original Term in accordance with the terms of the Original Lease with an extension term commencing on January 1, 2017 and expiring on December 31, 2021 (the "Extension Term").
- E. Landlord and the Tenant have agreed to amend the Original Lease as hereinafter provided.
- F. The Original Lease, as previously amended and extended, and as amended and extended herein, 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) The Lease is hereby extended for the Extension Term.
- (b) The Extension Term shall commence on January 1, 2017 and expire on December 31, 2021.

3. RENT FOR THE EXTENSION TERM

The Annual Rent payable for the Extension Term shall be Six Hundred and Twenty Two Dollars (\$622.00) plus HST per annum (based on a rate of One Hundred and Fifty Five Dollars and Fifty Cents (\$155.50) per effective acre) as detailed on Schedule "B" attached hereto.

The Tenant shall pay, as Additional Rent, directly to the Landlord, the Tenant's Share of Taxes in accordance with Article 6 of the Original Lease, throughout the Extension Term.

4. AMENDMENT OF LEASE

The extension contemplated in this 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.
- (b) The Landlord and Tenant acknowledge that there shall be no further right to extend the Term of the Lease beyond the Extension Term as set out in subsection 2(b) of this Lease Extension and Amending Agreement.
- (c) Section 1.1(h) 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 17.7 of the Original Lease:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 2L5
Attention: Vice President, Asset Management
Fax: (416) 327-3942

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: (416) 326-2854

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

And an additional copy to:

Ontario Infrastructure and Lands Corporation
310 Highway 7, Green River
Locust Hill, Ontario L0H 1J0
Attention: Senior Property Manager - Leasing
Fax: (905) 472-2784

5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the 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.
- (b) This Lease Extension and Amending Agreement is subject to the condition that, within sixty (60) days from the date of the Landlord's receipt of this executed Lease Extension and Amending Agreement by the Tenant, the Landlord shall have obtained all required approvals and signatures by its Senior Management or, where applicable, its Board of Directors.

This condition has been inserted for the sole benefit of the Landlord and may be waived by the Landlord at its sole discretion, or by its solicitors on its behalf. The condition shall be waived or fulfilled within the time limit, if any, as set out herein.

If the condition is not fulfilled within the applicable time period and the Landlord fails to notify the Tenant or the Tenant's solicitors that the condition has been waived or fulfilled within the applicable time period, this Lease Extension and Amending Agreement shall be null and void, notwithstanding any intermediate acts or negotiations, and, neither the Landlord nor the Tenant shall be liable to the other for any loss, costs or damages.

The execution of this Lease Extension and Amending Agreement by the Landlord waives the above condition.

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

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- (f) The Tenant acknowledges and agrees that the commercial and financial information in this 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 this Lease or of any information or documents.

"Open Data" means data that is required to be released to the public pursuant to the Open Data Directive.

"Open Data Directive" means the Management Board of Cabinet's Open Data Directive, updated on April 29, 2016, 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____.

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

Per: _____
DAVID LEMIEUX
Leasing Services Manager
Authorized Signing Officer

Dated this ____ day of _____, 20____.

HALDIMAND COUNTY

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

Authorized Signing Officer(s)

SCHEDULE "B"

JANUARY 1, 2017 TO DECEMBER 31, 2021

4.0 effective acres at a rate of \$155.50 per effective acre.

\$622.00 per annum plus HST in the amount of \$80.86 for a total of \$702.86

RENT DUE JANUARY 1, 2017	\$702.86
RENT DUE JANUARY 1, 2018	\$702.86
RENT DUE JANUARY 1, 2019	\$702.86
RENT DUE JANUARY 1, 2020	\$702.86
RENT DUE JANUARY 1, 2021	\$702.86

