

FOURTH LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in duplicate as of September 1, 2024.

B E T W E E N:

THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

(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 September 1, 2004 (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 Cabinet (the “**Chair**”) the premises more particularly described as the entire second (2nd) floor, comprising a rentable area of approximately three thousand, six hundred (3,600) square feet (the “**Rentable Area of the Premises**”), in the building municipally known as 32 Wall Street (the “**Building**”), in the City of Brockville, 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 September 1, 2004 and expiring on August 31, 2009 (the “**Original Term**”), 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 Original Term for one (1) additional term of five (5) years.
- C. 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**”).
- D. 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**”).
- E. The MEI exercised its right to extend the Original Term by a lease extension and amending agreement dated September 1, 2009 (the “**First Lease Extension and Amending Agreement**”) with an extension term commencing on September 1, 2009 and expiring on August 31, 2014 (the “**First Extension Term**”), in addition to other terms and conditions as set out therein.
- F. Pursuant to the terms of the First Lease Extension and Amending Agreement, the MEI was entitled to extend the Original Term for three (3) additional terms of five (5) years each.
- G. 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**”).
- H. 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.

- I. 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.
- J. The MOI exercised its first right to extend the First Extension Term by a second lease extension and amending agreement dated September 1, 2014 (the "**Second Lease Extension and Amending Agreement**") with an extension term commencing on September 1, 2014 and expiring on August 31, 2019 (the "**Second Extension Term**"), in addition to other terms and conditions as set out therein.
- K. 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**").
- L. 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.
- M. 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**").
- N. The MGCS exercised its right to extend the Second Extension Term by a third lease extension and amending agreement dated September 1, 2019 (the "**Third Lease Extension and Amending Agreement**") with an extension term commencing on September 1, 2019 and expiring on August 31, 2024 (the "**Third Extension Term**"), in addition to other terms and conditions as set out therein.
- O. Pursuant to the terms of the Third Lease Extension and Amending Agreement, the MGCS was entitled to extend the Original Term for one (1) additional term of five (5) years.
- P. 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.
- Q. By a letter dated February 29, 2024, 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 by the First Lease Extension and Amending Agreement, the Second Lease Extension and Amending Agreement and the Third Lease Extension and Amending Agreement (the "**Subsequent Agreements**"), with a fourth extension term commencing on September 1, 2024 and expiring on August 31, 2029 (the "**Fourth Extension Term**"), in addition to other terms and conditions as set out herein.
- R. The Original Lease, as amended and extended by the Subsequent Agreements, 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 Base Rent, which shall be determined by mutual agreement.
- S. The Landlord and the Tenant have agreed on the amount of the Base Rent for the Fourth Extension Term.
- T. The Original Lease, the Subsequent Agreements, and this fourth lease extension and amending agreement (the "**Fourth 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 Fourth Extension Term.
- (b) The Fourth Extension Term shall commence on September 1, 2024 and expire on August 31, 2029.

3. RENT FOR THE FOURTH EXTENSION TERM

- (a) The Annual Rent payable for the period from September 1, 2024 up to and including August 31, 2025 shall be Sixty-Four Thousand, Four Hundred Seventy-Six Dollars (\$64,476.00) per annum based on an annual rate of Seventeen Dollars and Ninety-One Cents (\$17.91) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Nine Dollars and Ninety-Three Cents (\$9.93) for each square foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Three Hundred and Seventy-Three Dollars (\$5,373.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2024.
- (b) The Annual Rent payable for the period from September 1, 2025 up to and including August 31, 2026 shall be Sixty-Five Thousand, One Hundred Ninety-Six Dollars (\$65,196.00) per annum based on an annual rate of Eighteen Dollars and Eleven Cents (\$18.11) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Thirteen Cents (\$10.13) for each square foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Four Hundred and Thirty-Three Dollars (\$5,433.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2025.
- (c) The Annual Rent payable for the period from September 1, 2026 up to and including August 31, 2027 shall be Sixty-Five Thousand, Nine Hundred Fifty-Two Dollars (\$65,952.00) per annum based on an annual rate of Eighteen Dollars and Thirty-Two Cents (\$18.32) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Thirty-Four Cents (\$10.34) for each square foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Four Hundred and Ninety-Six Dollars (\$5,496.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2026.
- (d) The Annual Rent payable for the period from September 1, 2027 up to and including August 31, 2028 shall be Sixty-Six Thousand, Six Hundred Seventy-Two Dollars (\$66,672.00) per annum based on an annual rate of Eighteen Dollars and Fifty-Two Cents (\$18.52) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Fifty-Four Cents (\$10.54) for each square foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Five Hundred and Fifty-Six Dollars (\$5,556.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2027.
- (e) The Annual Rent payable for the period from September 1, 2028 up to and including August 31, 2029 shall be Sixty-Seven Thousand, Four Hundred Twenty-Eight Dollars (\$67,428.00) per annum based on an annual rate of Eighteen Dollars and Seventy-Three Cents (\$18.73) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Seventy-Five Cents (\$10.75) for each square

foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Six Hundred and Nineteen Dollars (\$5,619.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2028.

- (f) 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 2022.

4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Fourth 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 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 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 by the Subsequent Agreements, as the case may be, except that there shall be no further right of extension beyond the Further Extension Term except for the Base 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 Base 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 Fourth 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 Fourth Extension Term.

The Landlord and Tenant acknowledge and agree that the extension rights granted in subsection 4(b) of this Fourth Lease Extension and Amending Agreement shall be granted in addition to the extension rights remaining in the Third Lease Extension and Amending Agreement and the extension rights remaining in the Third Lease Extension and Amending Agreement shall continue to survive and remain in full force and effect.

For greater clarity, the Tenant now has two (2) total options to extend the term for five (5) years each.

- (c) 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 Landlord for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease:

The Corporation of the United Counties of Leeds and Grenville
 25 Central Avenue West, Suite 100
 Brockville, ON K6V 4N5
 Attention: Kimberly Little, Director Corporate Services
 Fax: (613) 342-2101
 Email: Kimberly.Little@uclg.on.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:

Ontario Infrastructure and Lands Corporation
 343 Preston Street, 3rd Floor, Suite 320
 Ottawa, Ontario K1S 1N4

Attention: Vice President, Real Estate Operations
 Fax: (613) 738-4106
 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 Services (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) The following definitions shall be inserted into the Definitions section of the Original Lease:

“**Appurtenant Lands**” means that portion of the Lands which are directly adjacent to the Building and which are reasonably appurtenant to the Building. The portion of the Lands included in this description should be reasonable in relation to the Building and, in any case, may not exceed in area ten percent (10%) of the Rentable Area of the Building.

“**Non-Appurtenant Lands**” means that portion of the Lands which are directly adjacent to the Building and which are not reasonably appurtenant to the Building.

Notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible – either directly or indirectly – for any costs or expenses whatsoever relating to the Non-Appurtenant Lands (whether in the nature of Realty Taxes, Operating Costs, or otherwise).”.

- (iv) Section 4.14 shall be amended by adding at the end of the paragraph the words “This Section 4.14 is subject to the terms of the *Financial Administration Act*, R.S.O. 1990, c. F.12 (as amended or replaced from time to time).”.
- (v) The definition of “**Environmental Contaminant**” in Section 5.16, Warranty is hereby deleted and replaced with the following:

““**Environmental Contaminant**” means any substance present within the Building or Premises, or residing in the soil and groundwater associated with the Lands, or residing under the Building or Premises that: (1) may pose a hazard to occupants or workers within the Building, Premises or their exterior locations; or (2) attract extraordinary costs and the requirement for personal protective equipment or other protective measures during leasehold construction, renovations or repairs. Environmental Contaminants include, but are not limited to: (i) asbestos, lead, mould, and other hazardous or toxic substances and materials identified under regulations associated with the *Occupational Health and Safety Act*; and (ii) those identified and exceed the criteria presented for the applicable land use in the Soil, Groundwater, and Sediment standards for Use Under Part XV.1 of the *Environmental Protection Act* or other regulations associated with the *Environmental Protection Act*; and (3) those contaminants present in the drinking water at the Premises which exceed the criteria identified in the regulations

associated with the *Safe Drinking Water Act* (as such statutes, regulations and guidelines may be amended or replaced from time to time).”

- (vi) Section 5.3(c), Thermal Conditions and Air Quality, shall be deleted in its entirety and replaced with the following:

“(c) Thermal Conditions and Air Quality

A heating, ventilation and air-conditioning (including humidification) system which is satisfactory for the Tenant’s purposes, as more particularly set out in Schedule I attached hereto.

In addition, at the Tenant’s request, and such request to made no more than bi-annually, the Landlord shall provide to the Tenant, as an Additional Service, a written report from qualified consultants that the HVAC system has been properly maintained and is in good working order in compliance with current standards for HVAC systems from time to time, together with such other information as Tenant reasonably requests, from time to time, on a form provided by the Tenant.

The Tenant may perform an inspection or audit of the HVAC system serving the Premises (or, at Tenant's option, from time to time, the HVAC system serving the Building generally) from time to time at its cost and the Landlord will provide access and documentation as reasonably required by the Tenant to properly perform such inspection/audit. If the Tenant discovers inadequacies in such equipment or system, the Landlord shall remedy any inadequacies forthwith after notice and delivery to the Landlord of a written inspection/audit report.

The Landlord shall make capital repairs or replacements as suggested by any inspection/audit done by the Tenant forthwith after receipt of the report and the Tenant shall reimburse the Landlord for a portion of such costs (amortized on a straight line basis over the useful life of the item repaired or replaced) based on the amortized costs that would be accruing over the remainder of the Term. (For example, if there are 3 years left in the Term and a capital replacement is made to an item with a 20 year life span, the Tenant would be obligated to pay 1/20th of its Proportionate Share of the costs of making the replacement for the remaining 3 years of the Term as Additional Rent, provided that if the HVAC equipment or system is solely serving the Premises, the Tenant would pay 1/20th of such costs each year for the remainder of the Term and not its proportionate share of same).

The Landlord reserves the right to seek a secondary inspection/audit to confirm the reasonableness and urgency of any capital repairs or replacements suggested by any inspection/audit undertaken by the Tenant. If the parties disagree with the findings of the Landlord’s inspection/audit, the parties will submit the matter to arbitration in accordance with Section 6.14 of the Original Lease.”

- (vii) Section 5.3(g), Life Safety, shall amended by adding Section 5.3(g)(i) and 5.3(g)(ii):

“(i) The Landlord will work collaboratively with the Tenant to incorporate, implement and establish any building related protocols as indicated as necessary and appropriate to the specific nature of the Health Emergency and in support of the Tenant’s Health Emergency Plan at the time of declaration of a Health Emergency by a Health Authority. Recognizing that appropriate building protocols may vary by the nature of the Health Emergency, the Landlord will prepare a Building Health Emergency Plan promptly upon the declaration of a Health Emergency necessitating the establishment of building protocols to support the health and safety of those using and/or visiting the building and provide a copy to the Tenant, upon receiving the Tenant’s written request, within five (5) Business Days.

However, notwithstanding the foregoing or anything to the contrary, the Landlord shall always: (A) provide for at least one (1) elevator serving the Premises to remain operational and free for use by the Tenant and its employees at all times; (B) ensure the Tenant and its employees have access to and egress from the Premises and the

Building; and (C) ensure that key common areas and access points remain open and free for use by the Tenant and its employees at all times.

“**Building Health Emergency Plan**” means a workable health emergency plan for managing the Building in response to a Health Emergency or a Health Order, as the same may be amended from time to time.

“**Tenant’s Health Emergency Plan**” means a workable health emergency plan for managing the Premises in response to a Health Emergency or a Health Order, as the same may be amended from time to time.

(ii) the Landlord agrees to provide to the Tenant, upon written request from the Tenant when such Health Emergency has been declared, a copy of its vaccination policies, which may include, without limitation, providing a written attestation in a form required by the Tenant signed by a senior officer of the Landlord with authority to bind the Landlord.”

- (viii) 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.”

- (ix) Section , Health Emergency, shall be inserted as follows:

**“Section 6.31
Health Emergency**

Notwithstanding anything in this Lease to the contrary, if a Health Emergency or Health Order exists, the Landlord and the Tenant covenant and agree as follows:

- (A) the Landlord shall take such actions as may be necessary in order to comply with the public health requirements and recommendations of the Health

Authority and with all Health Orders so that the Tenant may continue to use and operate its business from the Premises;

- (B) notwithstanding anything to the contrary in this Lease, the Tenant shall be entitled to close all or any part of the Premises without such closure being mandated by a Health Authority or for a period longer than the period mandated or recommended by a Health Authority if the Tenant determines that such closure is in the best interest of protecting the health and safety of the Tenant's employees; and
- (C) if a Health Order or Health Emergency occurs at or near the end of the Term and as a result the Tenant is prevented from removing its fixtures and equipment from the Premises and completing the work necessary to return vacant possession of the Premises to the Landlord in the condition required by this Lease, the Tenant shall be deemed not to be overholding in the Premises nor required to pay overholding rent, provided that the Tenant shall act diligently and provide vacant possession of the Premises to the Landlord as soon as reasonably possible after the end of the Health Order or Health Emergency, as the case may be.

“**Health Authority**”: means a public health or other Authority, and includes any party authorized or directed to act for such Authority.”

“**Health Emergency**”: means a situation in which a Health Authority declares a public health emergency, a general state of emergency or any analogous direction, pertaining to an imminent danger from a pathogen, disease, virus, bacteria, or other biological or physical agent that may be detrimental to human health or safety and may impact the occupants, tenants, invitees, guests, employees or contractors working in the Building, including, without limitation and by way of example only, Ebola Virus Disease and other hemorrhagic fevers, COVID-19, SARS-CoV-2, SARS Severe Acute Respiratory Syndrome, SAR-CoV, and Influenza virus A, B and C strains and their subtypes such as Avian Flu (H5N1).”

“**Health Order**”: means an order, directive, direction, policy, notice or similar such thing issued by a Health Authority in respect of, related to or impacting the Building.”

5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Fourth 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 Fourth Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.
- (e) The parties agree that this Fourth 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 Fourth Lease Extension and Amending Agreement by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within a reasonable period of the facsimile or electronic

transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Fourth Lease Extension and Amending Agreement.

- (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 Directive issued under subsection 3(3) of the *Management Board of Cabinet Act*, as amended or replaced 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 UNITED
COUNTIES OF LEEDS AND
GRENVILLE**

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

