

THIRD LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in triplicate as of June 1, 2016.

B E T W E E N:

**THE CORPORATION OF THE TOWN OF FORT
FRANCES**

(the "Landlord")

OF THE FIRST PART

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF ECONOMIC
DEVELOPMENT, EMPLOYMENT AND
INFRASTRUCTURE**

(the "Tenant")

OF THE SECOND PART

WHEREAS:

A. By a lease dated June 5, 2001 (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 ground floor and a portion of the basement comprising a rentable area of approximately nine thousand, one hundred and ninety-three point nine eight (9,193.98) square feet (the "Rentable Area of the Premises") comprised of seven thousand, two hundred and fifty-five point two-eight (7,255.28) square feet on the ground floor and one thousand, nine hundred and thirty-eight point seven (1,938.7) square feet on the basement level, in the building municipally known as 320 Portage Avenue (the "Building"), in the Town of Fort Frances, in the District of Rainy River, 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 June 5, 2001 and expiring on June 4, 2006 (the "Original Term"), in addition to other terms and conditions as set out therein.

B. By Order-in-Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties of the Chair relating to real property matters of the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Public Infrastructure Renewal ("MPIR").

C. The Landlord and MPIR agreed to extend the Original Term by a lease extension and amending agreement dated April 13, 2006 (the "First Lease Extension and Amending Agreement") for one (1) further term of four (4) years, eleven (11) months and twenty-six (26) days commencing on June 5, 2006 and expiring on May 31, 2011 (the "First Extension Term"), in addition to other terms and conditions as set out therein.

D. Pursuant to the terms of the First Lease Extension and Amending Agreement, MPIR was entitled to extend the First Extension Term for one (1) additional term of five (5) years.

E. By Order-in-Council No. 1617/2008, approved and ordered September 17, 2008, all the powers and duties of MPIR relating to real property matters of the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Energy and Infrastructure ("MEI").

- F. By Order-in-Council No. 1320/2010, approved and ordered September 15, 2010, all the powers and duties of MEI relating to real property matters of the Government of Ontario pursuant to the Ministry of Government Services Act, R.S.O. 1990, c.M.25, as amended, are transferred and assigned to the Minister of Infrastructure (“MOI”).
- G. MOI exercised its right to extend the Original Term by a second lease extension and amending agreement dated June 1, 2011 (the “First Lease Extension and Amending Agreement”) with an extension term commencing on June 1, 2011 and expiring on May 31, 2016 (the “First Extension Term”), in addition to other terms and conditions as set out therein.
- H. Pursuant to the terms of the Second Lease Extension and Amending Agreement, MOI was entitled to extend the Second Extension Term for one (1) additional term of five (5) years.
- I. 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.
- J. By Order-in-Council No. 1376/2011, approved and ordered July 19, 2011, MOI shall exercise the powers and duties assigned by law to MOI or that may otherwise be assigned to or undertaken by MOI in respect of infrastructure and any other matters related to MOI’s portfolio.
- K. By Order-in-Council No. 219/2015, approved and ordered February 18, 2015, all the powers and duties of MOI under Order-in-Council No. 1376/2011 relating to infrastructure and real property matters of the Government of Ontario are assigned and transferred to the Minister of Economic Development, Employment and Infrastructure.
- L. The Tenant has now exercised its right to extend the Original Term in accordance with the terms of the Original Lease, as amended and extended, with a third extension term commencing on June 1, 2016 and expiring on May 31, 2021 (the “Third Extension Term”), in addition to other terms and conditions as set out herein.
- M. 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.
- N. The Landlord and the Tenant have agreed on the amount of the Annual Rent for the Third Extension Term.
- O. The Original Lease, the First Lease Extension and Amending Agreement, the Second Lease Extension and Amending Agreement and this third lease extension and amending agreement (the “Third 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 Third Extension Term.
- (b) The Third Extension Term shall commence on June 1, 2016 and expire on May 31, 2021.

3. RENT FOR THE THIRD EXTENSION TERM

- (a) The Annual Rent payable for the Third Extension Term shall be One Hundred Ninety-One Thousand, Eight Hundred and Seventy-Eight Dollars and Thirty-Six Cents (\$191,878.36) per annum, payable in equal monthly instalments of Fifteen Thousand, Nine Hundred Eighty-Nine Dollars and Eighty-Six Cents (\$15,989.86), each on the first day of each month during the Third Extension Term, based on an annual rate of Twenty Dollars and Eighty-Seven Cents (\$20.87) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Forty-Six Cents (\$10.46) for each square foot for the Base Rent, Eight Dollars and Forty-Two Cents (\$8.42) for each square foot for the estimated Base Operating Costs, and One Dollar and Ninety-Nine Cents (\$1.99) for each square foot for the estimated Base Realty Taxes, the first of such monthly instalments to be due and payable on June 1, 2016.
- (b) In accordance with Article 3 of the Original Lease, forty-six percent (46%) of the Annual Rent (the "Provincial Share") is Eighty-Eight Thousand, Two Hundred Sixty-Four Dollars and Five Cents (\$88,264.05) and is payable by the Tenant in advance in equal monthly instalments of Seven Thousand, Three Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,355.34), the first of such monthly instalments to be due and payable on June 1, 2016.
- (c) The base year for the purpose of calculation of the Operating Cost Adjustment in accordance with Schedule "D" attached to the Original Lease shall be the calendar year 2009.
- (d) The base year for the purpose of calculation of the Realty Tax Adjustment in accordance with Schedule "G" attached to the Original Lease shall be the calendar year 2009.

4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Third 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 this Lease. The Sales Taxes shall not be deemed to be Additional Rent under this 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 two (2) further options to extend the term of the Lease for five (5) years each (each a "Further Extension Term"). Each 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 last Further Extension Term and except for the Annual Rent, which shall for each 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 respective Further Extension Term. The Annual Rent for each Further Extension Term shall be determined by mutual agreement as of the date which is six (6) months prior to the expiry of the Third Extension Term or the respective Further Extension Term, as the case may be, or failing such agreement, by arbitration in accordance with Section 6.14 of the Original Lease.
- (c) 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 Third Extension Term or the respective Further Extension Term, as the case may be.
- (c) Pursuant to Article 2 of the Original Lease, either party shall have the continuing right to cancel the Lease at any time, with such date of cancellation to be effective at any time, by providing the other party with no less than one (1) year's prior written notice.
- (d) 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
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management
Fax: (705) 564-7570

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
Global Corporate Services
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Director, Lease Administration – Ontario Infrastructure and Lands Corporation
Fax: (416) 775-3989

- (e) The Landlord agrees that upon the request of the Tenant, the Landlord, and any Person hired by the Landlord: (i) to do work on the Premises; or (ii) who requires access to the Premises to do any work, whether to the Premises or otherwise, shall undergo security screening checks in compliance with Ontario Government policies. The Landlord further agrees that any Person hired by the Landlord to supply janitorial services to the Building shall be reputable and all of its employees shall be bonded.

- (f) All sections, clauses or provisions of the Lease which obligate the Tenant to pay interest to the Landlord for any reason whatsoever are hereby amended to delete the obligation of the Tenant to pay interest to the Landlord, in order to conform with the Tenant's obligation to comply with the *Financial Administration Act*, R.S.O. 1990, c.F.12, as amended.

5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Second 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 hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.

- (c) The Landlord and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Tenant, with the Lease or the exercise of any of the rights or obligations of the Landlord hereunder. The Landlord shall disclose to the Tenant in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a “conflict of interest” means, in relation to the performance of its contractual obligations pursuant to the Lease, the Landlord’s other commitments, relationships or financial interests (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to the Lease.

(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 Third Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

(f) The Landlord acknowledges and agrees that the commercial and financial information in this Third 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.

EXECUTED by each of the parties hereto under seal on the date written below.

**SIGNED, SEALED AND
DELIVERED**

**THE CORPORATION OF THE TOWN
OF FORT FRANCES**

Per: _____

Name:
Title:

Authorized Signing Officer

Per: _____

Name:
Title:

Authorized Signing Officer

Dated this ____ day of _____, 20__.

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

Per: _____

Name:
Title:

Authorized Signing Officer

SECOND LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in quadruplicate as of June 1, 2011.

B E T W E E N:

**THE CORPORATION OF THE TOWN OF FORT
FRANCES**

(the "Landlord")

OF THE FIRST PART

- and -

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

(the "Tenant")

OF THE SECOND PART

WHEREAS:

A. By a lease dated June 5, 2001 (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 ground floor and a portion of the basement comprising a rentable area of approximately nine thousand, one hundred and ninety-three point nine eight (9,193.98) square feet (the "Rentable Area of the Premises") comprised of seven thousand, two hundred and fifty-five point two-eight (7,255.28) square feet on the ground floor and one thousand, nine hundred and thirty-eight point seven (1,938.7) square feet on the basement level, in the building municipally known as 320 Portage Avenue (the "Building"), in the Town of Fort Frances, in the District of Rainy River, 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 June 5, 2001 and expiring on June 4, 2006 (the "Original Term"), in addition to other terms and conditions as set out therein;

B. By Order-in-Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties of the Chair relating to real property leased by the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Public Infrastructure Renewal (the "MPIR");

C. The Landlord and the MPIR agreed to extend the Original Term by a lease extension and amending agreement dated April 13, 2006 (the "First Lease Extension and Amending Agreement") for one (1) further term of four (4) years, eleven (11) months and twenty-six (26) days commencing on June 5, 2006 and expiring on May 31, 2011 (the "First Extension Term");

D. Pursuant to the terms of the First Lease Extension and Amending Agreement, the MPIR was entitled to extend the First Extension Term for one (1) additional term of five (5) years;

E. By Order-in-Council No. 1617/2008, approved and ordered September 17, 2008, all the powers and duties of the MPIR relating to real property leased by the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Energy and Infrastructure (the "MEI");

- F. By Order-in-Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties of MEI relating to real property leased by the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, are transferred and assigned to the Minister of Infrastructure (the "Minister") and the Minister has delegated those powers and duties to the Ontario Realty Corporation;
- G. By a letter dated November 24, 2010, the Tenant exercised its right to extend the Original Term in accordance with the terms of the Original Lease, as amended and extended, with a second extension term commencing on June 1, 2011 and expiring on May 31, 2016 (the "Second Extension Term");
- H. 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 Base Rent, which shall be determined by mutual agreement;
- I. The Landlord and the Tenant have agreed on the amount of the Base Rent for the Second Extension Term;
- J. The Original Lease, the First Lease Extension and Amending Agreement and this Second Lease Extension and Amending Agreement are hereinafter collectively referred to as the "Lease", except as specifically set out herein; and
- K. The Landlord and the Tenant have agreed to extend and amend the Lease on the following terms and conditions:

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 Original Lease is hereby extended for the Second Extension Term.
- (b) The Second Extension Term shall commence on June 1, 2011 and expire on May 31, 2016.

3. RENT FOR THE SECOND EXTENSION TERM

- (a) The Annual Rent for the Second Extension Term shall be One Hundred and Ninety-One Thousand, Eight Hundred and Seventy-Eight Dollars and Thirty-Six Cents (\$191,878.36) per annum, based on an annual rate of Twenty Dollars and Eighty-Seven Cents (\$20.87) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Forty-Six Cents (\$10.46) for each square foot for the Base Rent, Eight Dollars and Forty-Two Cents (\$8.42) for each square foot for the estimated Base Operating Costs based on the 2009 calendar year, and One Dollar and Ninety-Nine Cents (\$1.99) for each square foot for the estimated Base Taxes based on the 2009 calendar year.
- (b) In accordance with Article 3 of the Original Lease, forty-six percent (46%) of the Annual Rent (the "Provincial Share") is Eighty-Eight Thousand, Two Hundred and Sixty-Four Dollars and Five Cents (\$88,264.05) and is payable by the Tenant in advance in equal quarterly instalments of Twenty-Two Thousand and Sixty-Six Dollars and One Cent (\$22,066.01), the first of such monthly instalments to be due and payable on June 1, 2011.
- (c) The base year for the purpose of calculation of the Operating Cost Adjustment in accordance with Schedule "D" attached to the Original Lease shall be the calendar year 2009.

- (d) The base year for the purpose of calculation of the Realty Tax Adjustment in accordance with Schedule "G" attached to the Original Lease shall be the calendar year 2009.
- (e) Pursuant to Article 2 of the Original Lease, either party shall have the right to cancel the Lease at any time, with such date of cancellation to be effective at any time, by providing the other party with no less than one (1) year's prior written notice.

4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Second 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 this Lease. The Sales Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though they were Additional Rent.

- (b) In the Definitions section of the Original Lease, the definitions of "Landlord's Taxes" and "Sales Taxes" shall be deleted in its entirety and replaced with the following:

"Landlord's Taxes" means all taxes, rates, duties, levies and assessments whatsoever whether municipal, provincial, federal or harmonized, charged upon the Building and the Lands, or upon the Landlord on account thereof, including all taxes, rates, duties, levies, impost charges and assessments for local improvements, education and schools and all taxes, grants or assessments which may in future be levied in lieu of "Landlord's Taxes" as hereinbefore defined, and including any local improvement charges or levies directly or indirectly related to the development of the Building. Landlord's Taxes include, without limitation, Realty Taxes, business taxes of the Landlord, corporation taxes, capital taxes, excise taxes, Sales Taxes, income taxes, Commercial Concentration Tax, or any other taxes or assessments levied against the Landlord, the Building, the Lands, or the Rent.

"Sales Taxes" means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Landlord, or the Tenant, or in respect of this Lease, or the payments made by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Premises and the provision of administrative services to the Tenant hereunder."

- (c) 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 "Third Extension Term"). The Third 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 Third Extension Term and except for the Base Rent, which shall for the Third Extension Term be based upon: (1) the Rentable Area of the Premises, and (2) the Market Rental as of the date which is six (6) months prior to the commencement of the Third Extension Term. The Base Rent for the Third Extension Term shall be determined by mutual agreement as of the date which is six (6) months prior to the expiry of the Second Extension Term, or failing such agreement, by arbitration in accordance with Section 6.14 of the 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 Second Extension Term.

- (d) The Original Lease is amended as follows:

- (i) Subsection (g) of the Summary 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, as amended:

Ontario Realty Corporation
3767 Highway 69 South, Suite 9

Sudbury, Ontario P3E 4N1
Attention: Regional Director of Operations
Fax: (705) 564-7570

With a copy to:

Ontario Realty Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 2L5
Attention: Senior Solicitor, Leasing
Fax: (416) 327-2760

And an additional copy to:

CB Richard Ellis
Global Corporate Services
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Director, Lease Administration – ORC
Fax: (416) 775-3989

- (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 personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. 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 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.

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.”

5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Second 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 Landlord and the Tenant acknowledge that the Tenant has one (1) further option to extend the term of the Original Lease beyond the expiry of this Second Extension Term, as set out in Section 4(c) of this Second Lease Extension and Amending Agreement.

- (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 Second Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.
- (f) The Landlord acknowledges and agrees that the commercial and financial information in this Second 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.

EXECUTED by each of the parties hereto under seal on the date written below.

SIGNED, SEALED AND
DELIVERED

Dated this 15th day of February, 2011.

THE CORPORATION OF THE TOWN
OF FORT FRANCES

Per: Sharon Tibbs
Name: SHARON TIBBS
Title: DEPUTY MAYOR

Authorized Signing Officer

Per: [Signature]
Name: G. Methia
Title: Town Clerk

Authorized Signing Officer

Dated this 11th day of March, 2011.

ONTARIO REALTY CORPORATION,
ACTING AS AGENT ON BEHALF OF
HER MAJESTY THE QUEEN IN
RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER
OF INFRASTRUCTURE

Per: [Signature]
Name: John Dinning
Title: Regional Director
Northern Region

Authorized Signing Officer