



**CORPORATION OF THE TOWN OF INGERSOLL  
BY-LAW NO. 10-4524**

**A by-law to authorize the execution of a Lease Agreement  
between Her Majesty The Queen in Right of Ontario as  
Represented by the Minister of Energy and Infrastructure  
(132 Thames St. S.)**

**WHEREAS** the Town of Ingersoll entered into an Agreement for the lease of 132 Thames St. S on the 18<sup>th</sup> day of March 2005;

**AND WHEREAS** the Corporation of the Town of Ingersoll is desirous of entering into a further agreement with Her Majesty The Queen in Right of Ontario as Represented by the Minister of Energy and Infrastructure to lease the premises located at 132 Thames Street South, Ingersoll.

**NOW THEREFORE** the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk are hereby authorized to execute an agreement with Her Majesty The Queen in Right of Ontario as Represented by the Minister of Energy and Infrastructure and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreement shall be annexed to and form part of this by-law.

**READ** a first and second time in Open Council this 14<sup>th</sup> day of December 2009.

**READ** a third time in Open Council and passed this 14<sup>th</sup> day of December 2009.

**THE CORPORATION OF THE TOWN OF INGERSOLL**

\_\_\_\_\_  
**Paul Holbrough, Mayor**

\_\_\_\_\_  
**Elaine Clark, Clerk**

**LEASE EXTENSION AND AMENDING AGREEMENT**

**THIS AGREEMENT** made in quadruplicate as of May 1, 2010.

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

**THE CORPORATION OF THE TOWN OF INGERSOLL**

(the "Landlord")

**OF THE FIRST PART**

- and -

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

(the "Tenant")

**OF THE SECOND PART**

**WHEREAS:**

- A. By a lease dated March 18, 2005 (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 known as the rear office and more particularly described as comprising a rentable area of approximately four hundred and eight point five (408.5) square feet, in the building municipally known as 132 Thames Street South, in the Town of Ingersoll, in the Province of Ontario, as outlined on the plan attached to the Original Lease as Schedule "B" thereto (the "Premises") for a term of five (5) years, commencing on May 1, 2005 and expiring on April 30, 2010 (the "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 Term for one (1) further term of five (5) years (the "Extension Term").
- C. 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.
- D. By Order-in-Council No. 1617/2008, approved and ordered September 17, 2008, all the powers and duties of the Minister of Public Infrastructure Renewal 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 "Minister") and the Minister has delegated those powers and duties to the Ontario Realty Corporation.
- E. By a letter dated October 28, 2009, the Tenant has exercised its right to extend the Term in accordance with the terms of the Original Lease.

**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:

- (i) The Lease is hereby extended for the Extension Term.
- (ii) The Extension Term shall commence on May 1, 2010 and expire on April 30, 2015.

**3. RENT FOR THE EXTENSION TERM**

The Annual Rent payable for the Extension Term shall be Six Thousand, Seven Hundred and Thirty-Two Dollars and Twelve Cents (\$6,732.12) per annum (based on a rate of Sixteen Dollars and Forty-Eight Cents (\$16.48) per square foot of the Rentable Area of the Premises per annum), payable in equal monthly instalments of Five Hundred and Sixty-One Dollars and One Cent (\$561.01), each on the first (1<sup>st</sup>) day of each month during the Extension Term, the first (1<sup>st</sup>) of such monthly instalments to be due and payable on May 1, 2010.

**4. AMENDMENT OF LEASE**

The extension contemplated in Section 2 of 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:

- (i) The Tenant hereby certifies that the Premises are leased by the Minister for the use of the Crown in Right of Ontario and are therefore not subject to the federal Goods and Services Tax. This provision applies only where Her Majesty the Queen in Right of Ontario as represented by the Minister is the Tenant.
- (ii) All Rent (including Annual Rent and all other amounts payable pursuant to the Lease) shall be payable commencing on May 1, 2010 and shall continue thereafter at all times throughout the Extension Term.
- (iii) The Tenant shall be granted one (1) further option to extend the term of the Lease for an additional term of five (5) years (the "Second Extension Term"). The Second Extension Term shall be upon the same terms and conditions of the Lease, as amended and extended, except that there shall be no further right of extension beyond the Second Extension Term, and except for the Annual Rent, which shall for the Second 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 Second Extension Term. The Annual Rent for the Second Extension Term shall be determined by mutual agreement as of the date which is six (6) months prior to the expiry of this 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 this Extension Term

“Section 4.7  
Use of Premises

To use the Premises for office/administrative purposes or any other business or purpose permitted by applicable laws and all other uses ancillary thereto, in accordance with all applicable laws, regulations, by-laws, policies or procedures of any Authority. The Landlord hereby represents and warrants that the Building and the Lands are properly zoned for the Contemplated Use.”.

- (c) In the first full paragraph of Section 5.16, Warranty, the definition of “Environmental Contaminant” is amended to include “mould”.
- (d) After Section 6.28, the following provision shall be added:

“Section 6.29  
Conflict of Interest

The Landlord and any of its successors, permitted assigns, directors, officers, employees, agents, servants, and representatives shall not knowingly engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Tenant, acting reasonably, 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.”.

**5. GENERAL**

- (i) 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 Original Lease, as amended and extended hereby.
- (ii) The Landlord and the Tenant acknowledge and agree that either party shall continue to have the right to terminate this Lease by providing the other party with six (6) months' prior written notice of cancellation, as provided for in Article 2 of the Original Lease.
- (iii) This Lease Extension and Amending Agreement is subject to the condition that, within sixty (60) days from the date of the Tenant's receipt of the executed Lease Extension and Amending Agreement by the Landlord, the Tenant shall have obtained all required approvals and signatures by its Senior Management or, where applicable,

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 Tenant waives the above condition.

- (iv) The parties hereto acknowledge that the address for the Tenant for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease shall be:

Ontario Realty Corporation  
One Stone Road West, 4<sup>th</sup> Floor  
Guelph, Ontario N1G 4Y2  
Attention: Regional Director of Operations  
Fax: (519) 826-3330

**And an additional 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

- (v) This Lease Extension and Amending Agreement 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 in the Original Lease.
- (vi) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Original Lease.
- (vii) The provisions of this 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.**

(viii) The Landlord 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.

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 TOWN OF  
INGERSOLL**

Per: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer

Per: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Per: \_\_\_\_\_

Name: Richard Schweighardt

Title: Regional Director of Operations

Authorized Signing Officer