## LEASE AMENDING AGREEMENT

This Agreement is dated this 03<sup>rd</sup> day of April 2018 and is made

BETWEEN

## THE COURT HOUSE BLOCK INC.,

(the "Landlord")

OF THE FIRST PART

- and -

## THE CORPORATION OF THE CITY OF LONDON

(the "Tenant")

OF THE SECOND PART

## WHEREAS:

- A. The Corporation Of The City of London entered into an agreement dated the 2<sup>nd</sup> day of March 2010, with The Court House Block Inc.(the "Lease") with respect to certain premises located in the building with the municipal address of 220 Dundas Street, London, Ontario as set out in the Lease, (the "Leased Premises");
- B. The Corporation Of The City of London, the Tenant and The Court House Block In., the Landlord, thereafter entered into an agreement dated the 1<sup>st</sup> day of December, 2011, the Lease Amending Agreement, whereby the term of the said Lease was extended, the First Lease Extension, for a period of two (2) years with an expiry date of April 30, 2014;
- C. The Corporation Of The City of London, the Tenant and The Court House Block In., the Landlord, thereafter entered into an agreement dated the 1<sup>st</sup> day of November, 2013, the Lease Amending Agreement, whereby the term of the said Lease was extended, the Second Lease Extension, for a period of two (2) years with an expiry date of April 30, 2016;
- D. The Corporation Of The City of London, the Tenant and The Court House Block In., the Landlord, thereafter entered into an agreement dated the 11th day of September, 2015, the Lease Amending Agreement, whereby the term of the said Lease was extended, the Third Lease Extension, for a period of Two (2) years with an expiry date of April 30, 2018;
- E. The Corporation Of The City of London, the Tenant and The Court House Block In., the Landlord, thereafter entered into an agreement dated the 02nd day of June 2017, the Lease Amending Agreement, whereby the term of the said Lease was extended, the Fourth Lease Extension, for a period of One (1) year with an expiry date of April 30, 2019;
- F. The parties have agreed to amend the Lease upon the terms set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) now paid by each party to the other, the receipt and sufficiency is hereby acknowledged, the parties hereby agree as follows:

- 1. The recitals set out herein are true in substance and in fact.
- 2. The Lease is hereby amended as follows:
  - (a) **TERM**: The lease is amended by inserting the words, "The term of the Lease is extended for an additional period of FIVE (5) years commencing on the 1<sup>st</sup> day of May 2019, and expiring on the 30<sup>th</sup> day of April 2024.

(b) **BASE RENT**: The Lease is amended by inserting the words, "The Base Rent during the term of the Lease Extension, shall be calculated based in accordance with the BOMA 1996 rentable square feet of 7,583, "the Premises", based on the following rates:

Years 1 & 2 - \$ 7.00 per square foot, Years 3 & 4 - \$ 7.75 per square foot, Year 5 - \$ 8.50 per square foot,

- 2. The parties confirm that in all other respects, the terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. All capitalized terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.
- 3. This Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the permitted successors and permitted assigns of the Tenant.

This Offer is open for acceptance by the Tenant until 4:00 p.m. on the 15th day of July 2018, after which it will be no force or effect.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the day and year first above written, by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

THE COURT HOUSE BLOCK INC.,

(Landlord)

Witness: Housetu Duston

PPer: MUKY PUNDAKY, VICE PRESIDENT

THE CORPORATION OF THE CITY OF LONDON (Tenant)