

EXTENSION OF LEASE

THIS INDENTURE made the Twenty-Third (23rd) day of May, 2012.

BETWEEN: **THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE,**
(hereinafter called the “Lessor”).

AND: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**
represented by the Minister of Public Works and Government
Services
(hereinafter called the “Lessee”).

WHEREAS the Lessor is the owner (or is otherwise entitled to enter into this Lease) of the building (hereinafter called the “Building”) situated at 26 Queen Street, in the Town of Niagara-on-the-Lake, in the Province of Ontario, situated on the lands (hereinafter called the “Lands”) described in the Schedule entitled “Legal Description” hereto attached.

AND WHEREAS by the Lease dated the Twelfth (12th) day of July, 2002, Lease number 529802 hereinafter called the “Lease”, the Lessor leased to the Lessee certain premises as described in the Lease for a term of Five (5) years commencing on the First (1st) day of August, 2002 and ending on the Thirty-first (31st) day of July, 2007.

AND WHEREAS by Notice of Exercise of Lease Option dated the Fourth (4th) day of April 2006, the Lessee exercised both Options thereby extending the Lease for a further term of two (2) years terminating on the Thirty-first (31st) day of July 2009.

AND WHEREAS by Notice of Extension of Lease dated the Seventeenth (17th) day of February 2009, the Lease was extended for a period of Two (2) years commencing on the First (1st) day of August, 2009 and terminating on the Thirty-First (31st) day of July, 2011.

AND WHEREAS by Notice of Exercise of Lease Option dated the Seventeenth (17th) day of January 2011, both options were exercised thereby extending the lease for a period of One (1) year commencing on the First (1st) day of August, 2011 and terminating on the Thirty-First (31st) day of July, 2012.

AND WHEREAS the parties hereto have agreed to enter into an Extension of Lease for a further term.

WITNESSETH THEREFORE that the parties hereto hereby agree each with the other as follows:

- (1) The Lessor hereby demises and leases the Premises to the Lessee for a further term of One (1) year commencing on the First (1st) day of August, 2012 and terminating on the Thirty-first (31st) day of July, 2013, under the same terms and conditions.
- (2) The Lessee hereby agrees to pay the Lessor the sum of Forty-Eight Thousand, Seven Hundred, Forty-Five and 44/100 Dollars (\$48,745.44) per annum, payable in equal monthly instalments of Four Thousand, Sixty-Two and 12/100 Dollars (\$4,062.12) each, on the last day of each and every month during the term hereof.

The Lessor shall ensure that all Building systems are date sensitive compliant including, but not limited to, vertical transportation, environmental controls (HVAC), safety systems, security systems and all other systems in or for the Building as applicable under the Lease. Date sensitive compliant shall mean the neither performance nor functionality of the systems is affected by a change of date.

Subject otherwise to the same covenants, provisos and conditions so far as they are applicable, as are contained in the above recited Indenture of Lease.

This Indenture shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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IN WITNESS WHEREOF

The Lessor has executed this Extension of Lease on the _____ day of _____, 2012,

- and -

The Lessee has executed this Extension of Lease on the _____ day of _____, 2012.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE,

per: _____

Name:

Title:

Having the authority to bind the corporation.

per: _____

Name:

Title:

Having the authority to bind the corporation.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

per: _____

VAYLON FERNANDES

SENIOR LEASING OFFICER

REAL PROPERTY

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

ONTARIO REGION

per: _____

WALTER GADD

REGIONAL MANAGER, LEASING

REAL PROPERTY

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

ONTARIO REGION