

THIS LEASE EXTENSION AND AMENDING AGREEMENT made as of the Xth day of ~~May~~
September, 2024

BETWEEN:

THE CORPORATION OF THE CITY OF KENORA

(the “**Landlord**”)

- and -

ONTARIO POWER GENERATION INC.

May

(the “**Tenant**”)

RECITALS:

- A. The Landlord and Tenant entered into a lease agreement dated October 14, 2009 (the “**Original Lease**”) for those premises located on parts of the lands and building (the “**Building**”) known municipally as 60 Fourteenth Street North, Kenora, Ontario (the “**Premises**”);
- B. By the letter dated May 13th, 2015 by the Landlord (the “**Internal Report**”), the Base Rent, Operating Costs, and Secure Parking Sum were established for the period from year 6 to year 10 (inclusive) of the Term;
- C. The Landlord and Tenant entered into a Lease Amending Agreement, dated September 9, 2020, exercising (the “**Lease Amending Agreement**”) the first option to renew the Lease for a Term of an additional five (5) year period, years 11 to 15 (the “**First Renewal Term**”);
- D. The Original Lease together with Internal Report and Lease Amending Agreement are herein referred to as the “**Lease**”;
- E. By the letter, dated April 4, 2024, the Tenant provided the Landlord with written notice of its intention to exercise its Second Renewal Term pursuant to Section 5 of the Lease; and
- F. Pursuant to Section 5 of the Lease, the Tenant wished to exercise its second option to renew the Lease for a Term of an additional five (5) year period, years 16 to 20 (the “**Second Renewal Term**”) and amend the Lease on the terms and conditions set out herein.

NOW THEREFORE THIS LEASE EXTENSION AND AMENDING AGREEMENT WITNESSETH 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) Interpretation

The capitalized terms used herein, unless otherwise defined herein, shall have the same meaning as set forth in the Lease.

2) Recitals

The parties hereby confirm that the foregoing recitals are true, both in substance and in fact, and that the foregoing recitals shall be deemed to be incorporated as part of this Lease Extension and Amending Agreement.

3) Base Rent

The Tenant shall pay to the Landlord the following Base Rent payable in advance of the 1st day of each and every month, and prorated on a per diem basis for a partial calendar month, during the Second Renewal Term:

Base Rent

Year(s)	Rate per square foot per annum	Annual Base Rent	Monthly Base Rent
16 to 20	\$12.50 – Ground Fl. (2,200 sf) \$13.00 – Second Fl. (2,400 sf)	\$58,700.00	\$4,891.66

4) Operating Costs

The Tenant shall pay to the Landlord the following Operating Costs payable in advance of the 1st day of each and every month, and prorated on a per diem basis for a partial calendar month, during the Second Renewal Term:

Operating Costs

Year(s)	Rate per square foot per annum	Annual Operating Costs	Monthly Operating Costs
16	\$4.46	\$20,516.00	\$1,709.67

During the Second Renewal Term, the Operating Costs will be subject to an annual percentage increase based on the Consumer Price Index for Thunder Bay, ON, during the previous twelve

(12) months with the base year being 2009 calculated to the parties mutual satisfaction, all parties acting reasonably.

5) Secure Parking Sum

The Tenant shall pay to the Landlord the following Secure Parking Sum payable in advance of the 1st day of each and every month, and prorated on a per diem basis for a partial calendar month, during the Second Renewal Term:

Secure Parking Sum

Year(s)	Rate per parking stall per month	Annual Secure Parking Sum (25 parking stalls)	Monthly Secure Parking Sum
16-20	\$52.08	\$15,624.00	\$1,302

6) Capital Works by the Tenant

The Tenant shall, at its sole cost, coordinate with the Landlord, all parties acting reasonably, to construct Electric Vehicle (EV) Charging stations on the Premises on the following general terms:

- The charging units will be level 2 chargers comprised of 2 charging ports per charging unit;
- Two units to be installed on the property at 60 Fourteenth Street, Kenora, with one unit being installed at a location convenient to the Tenant (i.e. adject to the OPG shop) and its Leases Premises (the “**Tenant EV Charger**”) and the second unit (the “**Landlord EV Charger**”) being installed at a location reasonably convenient the Landlord (i.e. such location does not result in an inordinate cost which can be avoided through installation at an alternative location with similar utility);
- The cost to supply and install the EV Chargers will be borne by the Tenant;
- The Tenant and Landlord shall each bear the costs related to the operation, maintenance, and usage of their EV Charger, respectively;
- On Termination of the Lease, the Tenant shall leave both EV Chargers behind, and the Landlord shall become fully responsible for same.
- The Tenant shall consult with the Landlord with regard to the design, construction, and placement of the EV Chargers to ensure same meets the expectations and requirements of the Landlord with regard to the safe and efficient operation of the larger property, subject to the limitations noted herein;

6)7) Option to Renew

The Tenant will have no further options to renew the Lease after the Term of the Second Renewal Term.

7)8) Early Surrender Rights for the Tenant

During the Second Renewal Term, the Tenant, in its sole and unfettered discretion, shall have the right to surrender the Premises, without penalty, at any time upon providing at least two (2) months prior written notice to the Landlord.

8)9) Lease

Except as herein provided, the terms and conditions of the Lease shall continue in full force and effect. The Lease as amended is hereby ratified and affirmed by each of the Landlord and Tenant.

9)10) Governing Law

This Lease Extension and Amending Agreement is governed by and is to be construed and interpreted in accordance with the laws of Ontario and the laws of Canada applicable in Ontario.

10)11) Counterparts

This Lease Extension and Amending Agreement may be executed in one or more counterparts and may be delivered by electronic means, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[Signatures follow on the next page – the remainder of this page is intentionally blank]

IN WITNESS WHEREOF the Parties hereto have executed this Lease Extension and Amending Agreement by their duly authorized signing officers as of the date first above written.

**THE CORPORATION OF THE CITY OF
KENORA**

By: _____
Name: Andrew Poirier
Title: Mayor

By: _____
Name: Heather L. Pihulak
Title: City Clerk

We have the authority to bind the Corporation.

ONTARIO POWER GENERATION INC.

By: _____
Name: Keenan Lane
Title: Senior Manager, Real Estate Services

I have the authority to bind the Corporation.