

FOURTH EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made as of the 24th day of February, 2025

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY
OF ARRAN - ELDERSLIE**

1925 Bruce Road 10
P.O Box 70
Chesley, Ontario
N0G 1L0

(the **“Landlord”**)

- and -

LIQUOR CONTROL BOARD OF ONTARIO

100 Queens Quay East
9th Floor
Toronto, Ontario
M5E 0C7

(the **“Tenant”**)

WHEREAS by a lease dated the 9th day of April, 2021 (the **“Lease”**), the Landlord leased to the Tenant certain store premises comprising of a gross floor area of approximately one thousand two hundred and seventy-five (1,275) square feet on the ground level (the **“Premises”**), municipally known as 277 Queen Street North, Paisley, Ontario, N0G 2N0, located on those lands described in Schedule “A” attached hereto (the **“Lands”**);

AND WHEREAS the Lease was for a term of five (5) years and eleven (11) days commencing on the 20th day of March, 2001 and expiring on the 31st day of March, 2006 (the **“Term”**);

AND WHEREAS a Notice of Lease was registered in the Land Registry Office for the Land Titles Division of Bruce (No. 3) on the 28th day of June, 2002 as Instrument No. R366411;

AND WHEREAS pursuant to the terms of a Lease Extension and Amending Agreement dated the 27th day of February, 2006 (the **“First LEAA”**), the Landlord and the Tenant agreed to extend the Term of the Lease for a period of five (5) years, commencing on the 1st day of April, 2006 and expiring on the 31st day of March, 2011 (the **“First Extension Term”**), and to amend certain Lease provisions;

AND WHEREAS pursuant to the terms of a Lease Extension and Amending Agreement dated the 12th day of September, 2011 (the **“Second LEAA”**), the Landlord and the Tenant agreed to extend the Term of the Lease for a period of five (5) years, commencing on the 1st day of April, 2011 and expiring on the 31st day of March, 2016 (the **“Second Extension Term”**), and to amend certain Lease provisions;

AND WHEREAS pursuant to the terms of a Lease Extension and Amending Agreement dated the 17th day of May, 2016 (the **“Third LEAA”**), the Landlord and the Tenant agreed to extend the Term of the Lease for a period of ten (10) years, commencing on the 1st day of April, 2016 and expiring on the 31st day of March, 2026 (the **“Third Extension Term”**), and to amend certain Lease provisions;

AND WHEREAS the Lease as amended by the First LEAA, Second LEAA and the Third LEAA is hereinafter referred to as the “**Lease**”;

AND WHEREAS the Term as amended by the First Extension Term, Second Extension Term and the Third Extension Term is hereinafter referred to as the “**Term**”;

AND WHEREAS the Landlord and the Tenant have agreed to extend the Term of the Lease for a period of five (5) years commencing on the 1st day of April, 2026 and expiring on the 31st day of March, 2031 (the “**Fourth Extension Term**”), and to amend certain other provisions of the Lease upon the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, other good and valuable consideration and the sum of two dollars (\$2.00) now paid by each of the parties to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact, and form part of this Agreement.

2. The Term of the Lease is hereby extended for the Fourth Extension Term.

3. The Fourth Extension Term shall be upon and subject to the same terms and conditions as are contained in the Lease, save and except for the following:

(i) Commencing with the 1st day of April, 2026 to the 31st day of March, 2031, both inclusive, the Tenant shall pay Minimum Rent to the Landlord in the annual sum of Fifteen Thousand One Hundred and Seventy-Two Dollars and Fifty Cents (\$15,172.50), plus applicable HST, calculated on the basis of Eleven Dollars and Ninety Cents (\$11.90) per square foot of one thousand two hundred and seventy-five (1,275) square feet of the Premises. The Minimum Rent shall be payable in equal consecutive monthly instalments of One Thousand Two Hundred and Sixty-Four Dollars and Thirty-Eight Cents (\$1,264.38), plus applicable HST, in advance, on the first day of each calendar month during the aforesaid period; and

(ii) Provided that the Tenant is not then in default of any of its obligations under the Lease beyond any applicable cure period, the Tenant shall have the right, exercisable in its sole discretion, to extend the Term beyond the expiration of the Fourth Extension Term for two (2) further periods of five (5) years each (each referred to as an “**Extension Term**”) on prior written notice to the Landlord no less than six (6) months prior to the expiration of the applicable Extension Term. Rent for each such Extension Term beyond the Fourth Extension Term shall be determined by agreement between the parties or by arbitration in accordance with Section 15 of the Lease.

4. Effective as of the date of this Agreement, Section **14.1 Communications** of the Lease is hereby deleted in its entirety and replaced with the following:

“ 14.1 Communications

Any notice, request, demand or other communication required or permitted hereunder will be in writing and shall be sufficiently given if delivered by hand or sent by registered mail or courier to the other party at the address set out below or to such other person or address as the parties may from time-to-time designate in writing delivered pursuant to this notice provision. Any such notices, requests, demands or other communications shall be deemed received and effective: (I) upon delivery, if delivered personally; (II) on the date of receipt of registered mail or courier, where a confirmation of receipt is provided for such registered mail or courier; or (III) on the third (3rd) business day after demonstrable proof of sending by registered mail or courier, where confirmation of receipt is not provided for such by registered mail or courier. Regardless of the foregoing, if there is a mail stoppage or labour dispute or threatened labour dispute which has affected or could affect normal mail delivery by Canada Post, then no notice or other communication may be delivered by registered mail.

Any notice given shall be delivered to the following addresses:

To the Landlord at:

THE CORPORATION OF THE MUNICIPALITY
OF ARRAN - ELDERSLIE
1925 Bruce Road 10
P.O Box 70
Chesley, Ontario
N0G 1L0

Attention: Emily Dance, Chief Administrative Officer

Email: edance@arran-elderslie.ca

To the Tenant at:

Liquor Control Board of Ontario
100 Queens Quay East, 9th Floor
Toronto, Ontario
M5E 0C7

Attention: Real Estate Leasing Department (#790)

E-mail: RELeasingNotices@lcbo.com

With a copy by e-mail to the Legal Department at:

E-mail: legalnotices@lcbo.com”

Any notice delivered sent by email shall not be an acceptable form of delivery of such notice but a courtesy only and must be accompanied by an acceptable mode of delivery of such notice as set out above.”

5. Effective as of the date of this Agreement, the Lease is hereby amended by adding the following new provisions:

(i) “Landlord’s Additional Work

Notwithstanding anything to the contrary contained in the Lease, the Landlord shall remove and dispose of the existing A/C Condensing Unit (“**AC Unit**”) currently servicing the Premises, and supply and install a new A/C Condensing AC Unit based on the Tenant’s requirements and specifications, at the Landlord’s sole cost and expense (the “**Landlord’s Additional Work**”). The Landlord’s Additional Work shall be completed by the Landlord by no later than December 1, 2025.

Should any of the existing AC Unit currently servicing the Premises cease to operate and require replacement or repair before December 1, 2025, the Landlord shall immediately replace all existing AC Units in accordance with the Tenant’s requirements and specifications at the Landlord’s sole cost and expense.

In the event that the Landlord’s Additional Work as described above is not completed on or before December 1, 2025, or to the Tenant’s satisfaction, the Tenant shall have the option of completing all or part of the Landlord’s Additional Work and deducting the costs thereof from rent as it comes due.”

(ii) “17.11 The Accessibility of Ontarians with Disabilities Act, 2005

The Landlord is responsible for the common areas at the Building, and in particular that such common areas comply with all legal requirements including the

requirements under the Accessibility for Ontarians with Disabilities Act, 2005 ("AODA") and the Regulations under the AODA.

One of the Regulations under the AODA is the Integrated Accessibility Standards Regulation ("IASR"). Included in the IASR is the Design of Public Spaces Standard. The Design of Public Spaces Standard primarily regulates outdoor spaces which would include the common areas of the Building/Lands. The Design of Public Spaces Standards requires that public spaces be accessible and covers items such as:

sidewalks,
walkways,
ramps,
stairs,
pedestrian signals, and
handicap parking spaces.”

6. Effective as of the date of this Agreement, the Lease is hereby amended by deleting all references to “**Her Majesty the Queen**” and replacing with “**His Majesty the King**” where applicable.

7. The parties confirm that in all other respects, the Lease will remain in full force and effect except to the extent set forth in this Agreement, and the Lease is hereby ratified and affirmed by each of the Landlord and the Tenant. Capitalized terms used in this Agreement have the same meaning as they have in the Lease, unless otherwise defined in this Agreement.

8. The Landlord and the Tenant represent and warrant to each other that they have the right, full power and authority to agree to the amendments to the Lease and the other provisions contained in this Agreement and to execute this Agreement.

9. Time, in all respects, shall be of the essence hereof.

10. All dollar amounts expressed herein shall be lawful money of Canada.

11. This Agreement shall be governed by the laws of the Province of Ontario.

12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, executors, administrators, successors and permitted assigns as the case may be.

13. This Agreement may be executed and transmitted by electronic transmission and reproduction and/or transmission of signatures by way of electronic transmission will be treated as though such reproduction were executed originals of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

Signature Page Follows

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**THE CORPORATION OF THE MUNICIPALITY
OF ARRAN – ELDERSLIE**

Per: _____
Authorized Signing Officer
Name: Steve Hammell
Title: Mayor

Date of Signature: February 24, 2025

Per: _____
Authorized Signing Officer
Name: Christine Fraser-McDonald
Title: Clerk

Date of Signature: February 24, 2025

I/We have authority to bind the Corporation

LIQUOR CONTROL BOARD OF ONTARIO

Per: _____
Authorized Signing Officer
Name: Rosslyn Young
Title: Chief Legal Officer

Date of Signature: _____

I have authority to bind the Corporation

Schedule "A"
Lands

P.I.N 33180-0268 (LT)

LT 1 W/S WATER ST PL 255 (SUBDIVISION OF LT H WATER ST PL 42); LT D, E, F PL 42; PT WATER ST PL PAISLEY PT 1, 3R2296; ARRAN-ELDERSLIE