

COMMERCIAL LEASE AGREEMENT

Made the _____ day of _____, 2025

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

(the "Landlord")

and

ENTEGRUS POWERLINES INC.

(the "Tenant")

WHEREAS the Landlord is the owner of the lands and premises described in Schedule "A" hereto, and the Tenant wishes to lease from the Landlord a portion of such lands and premises owned by the Landlord as described in Schedule "B" hereto together with the unrestricted right of way in common with the other occupants of the Landlord's property, over the laneway on the subject property to and from Frances Street as shown on Schedule "B" hereto (the "Premises") on the terms and conditions set forth herein;

AND WHEREAS the Landlord and the Tenant hereby agree that the Lease dated April 1, 2022, entered into between the Landlord and the Tenant with respect to the Leased Premises expires March 31, 2025, and is to be replaced with this Lease;

NOW THEREFORE, in consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the Premises.

1. Grant of Lease

- (a) The Landlord leases the Premises to the Tenant:
 - (i) at the Rent set forth in Section 2 ;
 - (ii) for the Term set forth in Section 3 ; and
 - (iii) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

- (b) The Landlord covenants that he has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

2. Rent

- (a) "Rent" means the Basic Rent and the Additional Rent.
- (b) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent in the sum of **TWENTY-EIGHT THOUSAND DOLLARS (\$28,000) plus H.S.T. per annum** payable half-yearly in advance in equal installments of **FOURTEEN THOUSAND DOLLARS (\$14,000) plus H.S.T.** commencing on the first day of the term and every six months thereafter with the last payment on the 1st day of October 2028 (the "Basic Rent").
- (c) The Tenant further covenants to pay all other sums required by this Lease to be paid by him and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease. The Tenant agrees to pay a monthly operating fee of \$1,604.17 per month, which shall be considered to be Additional Rent and shall be paid half-yearly in advance in equal installments of **NINE THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$9,625.00) plus H.S.T.** commencing on the first day of the term and every six months thereafter with the last payment on the 1st day of October 2028.
- (d) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a gross lease and that the Tenant shall not, during the Term of this Lease, save and except for the obligation of the Tenant to pay Rent, be required to make any payments in respect of the Premises, except as set out in this Lease.
- (e) Notwithstanding that this Lease shall be a gross lease, the Landlord and the Tenant agree that with respect to the Premises leased by the Tenant, the Tenant shall be solely responsible for the following items and for the expenses associated therewith: garage cleaning; grass cutting; snow removal; gas detection garage; pest control; internet/phone/cable/photocopier; garbage; Chubb alarm system/Security Cameras; and office/garage/yard area light bulb replacement (the "Miscellaneous Expenses"). The Landlord and the Tenant agree that contracting for the Miscellaneous Expenses shall be in the sole discretion of the Tenant. The Tenant may enter into private arrangements with the other tenants of the Frances Street property to share the cost of snow

removal etc. The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the Miscellaneous Expenses payable by the Tenant as provided herein.

- (f) To affect the said intention of the parties the Landlord promises to pay the following expenses related to the Premises:
 - (A) utilities, limited to gas, electricity, water;
 - (B) maintenance as set out in Section 6 (d) herein;
 - (C) insurance premiums payable by the Landlord under s. 8.1;
 - (D) Landlord's reasonable administration and supervisory expense; and
 - (E) real property taxes, rates, duties and assessments including such portion of real property taxes formerly known as business taxes.
- (g) The Landlord hereby agrees to indemnify and protect the Tenant from any liability accruing to the Tenant in respect of the expenses payable by the Landlord as provided herein.
- (h) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 18 or to such other place as the Landlord may from time to time direct in writing.
- (i) All Rent in arrears shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) % per annum.
- (j) The Tenant acknowledges and agrees that the payments of Rent provided for in this Lease shall be made without any deduction or set-off for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing; and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

3. Term and Possession

- (a) The Tenant shall have possession of the Premises for a period of Three (3) years, commencing on the 1st day of April, 2025 and ending on the 31st day of March, 2028 (the "Term").
- (b) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease

without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

4. Assignment

- (a) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless the Tenant first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld, and the Tenant hereby waives the right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (b) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (c) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee, occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sub lessee, occupant or new controlling party had originally executed this Lease as tenant.
- (d) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent as provided for herein.
- (e) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
 - (i) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
 - (ii) if any change is made in the control of the Tenant corporation without the written consent of the Landlord, then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Section 10 (b) of this Lease and any other remedies available in law; and
 - (iii) the Tenant agrees to provide to the Landlord upon the Landlord's request, a sworn affidavit confirming the shareholdings of the Tenant.

- (f) The Tenant shall prepay to the Landlord all legal fees (on a full indemnity basis) and other expenses to be incurred by the Landlord in considering the Tenant's request for consent under this Section 4 and for documenting the proposed assignment, subletting or change of control not to exceed the sum of Five Hundred Dollars (\$500). This cost will be paid concurrent with the Tenant's request for consent and at least thirty (30) days prior to the effective date of the consent.
- (g) Notwithstanding the foregoing, the Tenant shall have the right, without the Landlord's consent, to assign or sublet the whole or any part or parts of the Leased Premises to any other body corporate which is controlled by the Tenant, or which is an affiliate of the Tenant, or to any subsidiary or related corporation, within the meaning of the Ontario Business Corporations Act. In such event, the assignor or sub-landlord, as the case may be, shall nonetheless remain responsible to the Landlord for the fulfilment of the obligations created by this Lease.

5. Use

- (a) During the Term of this Lease the Premises shall not be used for any purpose other than garage and yard for electricity distribution company without the express consent of the Landlord given in writing, such consent not to be unreasonably or arbitrarily withheld.
- (b) The Tenant shall not do or permit to be done at the Premises anything which may:
 - (i) constitute a nuisance;
 - (ii) cause damage to the Premises;
 - (iii) cause injury or annoyance to occupants of neighbouring premises;
 - (iv) make void or voidable any insurance upon the Premises; or
 - (v) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

6. Repair and Maintenance

- (a) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the interior of the garage on the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall

not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm.

- (b) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times upon reasonable notice:
 - (i) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
 - (ii) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (c) Upon the expiry of the Term or other termination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord without the interior of the garage on the Premises in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- (d) The Landlord covenants that during the Term of this Lease and any renewal thereof the Landlord shall keep in good condition the exterior of the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Landlord shall not be liable to effect repairs attributable to reasonable wear and tear or damage caused by fire, lightning or storm.

7. Alterations and Additions

- (a) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at his own expense, at any time and from time to time, if the following conditions are met:

- (i) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold his approval;
 - (ii) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- (b) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (c) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord such approval not to be unreasonably or arbitrarily withheld.
- (d) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (e) The Tenant agrees, at his own expense and by whatever means may be necessary, to immediately obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (f) If the Tenant has complied with his obligations according to the provisions of this Lease, the Tenant may remove his Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (g) Other than as provided in Section 7 (f) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
 - (i) the removal is in the ordinary course of business;

- (ii) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
- (iii) the Landlord has consented in writing to the removal;

but in any case, the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

- (h) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (i) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

8. Insurance

- (a) The Landlord shall obtain and maintain:
 - (i) Commercial General Liability Insurance on the Leased Premises for its replacement cost with an insurance company or companies providing competitive premiums in relation to the coverage obtained and with good reputation in the industry-against any risk of physical loss or damage to property on a replacement cost basis, boiler and pressure vessels insurance on a broad form blanket cover repair and replacement basis, third party liabilities hazards including exposure to personal injury, bodily injury, property damage on an occurrence basis including insurance for all contractual obligations and covering also actions of all authorized employees, subcontractors and agents while working on behalf of the Landlord in amounts against which a prudent owner would protect itself, subject to the provisions of Article 8.2 hereof;
 - (ii) Maintain public liability and property damage insurance, including personal injury liability, contractual liability, employer's liability and owners and contractors protective broad form property damage occurrence insurance coverage with respect to the Leased Premises and their use by the Landlord, coverage to include the

activities and operations conducted by the Landlord and any other person performing work on behalf of the Landlord and those for whom the Landlord is in law responsible for in any part of the Leased Premises. Such policy shall:

(A) be written on an occurrence basis with inclusive limits of not less than five million (\$5,000,000) Dollars or such higher limits as the Tenant, acting reasonably, may require;

(B) contain a severability of interest clause and a cross-liability clause.

(iii) All contracts of insurance placed by the Landlord shall be written in the name of the Landlord and shall to the extent available show the Tenant as an additional insured as its interest may from time to time appear and shall contain:

(A) a cross-liability clause protecting the Tenant in respect of claims by the Landlord as if the Tenant were separately insured.

(b) The Tenant shall, at the Tenant's sole cost and expense:

(i) insure the Tenant's interest in the Leased Premises, and the property of every description included in the Tenant's Leased Premises, including all leased and specifically contracted equipment used for the Tenant's purposes in a stated amount for its replacement costs against all risk of loss or damage covered under an all risk policy of insurance;

(ii) maintain public liability and property damage insurance, including personal injury liability, contractual liability, employer's liability and owners and contractors protective broad form property damage occurrence insurance coverage with respect to the Leased Premises and their use by the Tenant, coverage to include the activities and operations conducted by the Tenant and any other person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible for in any part of the Leased Premises. Such policy shall:

(A) be written on a comprehensive basis with inclusive limits of not less than Five Million (\$5,000,000.00) Dollars or such higher limits as the Landlord, acting reasonably, may require; and

- (B) contain a severability of interest clause and a cross-liability clause.
- (iii) All contracts of insurance placed by the Tenant shall be written in the name of the Landlord and Tenant as joint insureds and shall to the extent available show the Landlord and Tenant as joint insureds as their interests may from time to time appear and shall contain:
- (iv) a cross-liability clause protecting the Landlord in respect of claims by the Tenant as if the Landlord were separately insured.
- (c) The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, whereby the Leased Premises or the building becomes uninsured or which may cause any increase in premium to be paid in respect of any such policy.
- (d) Each of the Tenant and Landlord shall provide the other upon request with a certificate of insurance evidencing the insurance coverage maintained by the Tenant or Landlord in accordance with this Lease. The delivery of a certificate of insurance or any review thereof shall not limit the obligation of Tenant or Landlord, as the case may be, to provide and maintain insurance herein required. All policies shall provide that the insurance shall not be cancelled or changed to the prejudice of the Tenant or Landlord, as the case may be, without at least 30 days' prior written notice given by the insurer to the Tenant or Landlord, as the case may be.
- (e) The Tenant shall indemnify and save harmless the Landlord of and from all losses, liabilities, damages, fines, suits, claims, demands, and actions of every kind or nature to which the Landlord shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision herein as it relates to the Leased Premises or by reason of any injury, death, damage to property or accident resulting from, occasioned to or suffered by any person or persons or any property by reason of or arising from the occupancy or use by the Tenant of the Leased Premises, including without limitation any act, omission, neglect or default on the part of the Tenant or any of its agents, employees, or other person or persons for whom the Tenant is in law responsible, such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of this Lease shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.
- (f) The Landlord shall indemnify and save harmless the Tenant of and from losses, liabilities, damages, fines, suits, claims, demands and actions of

every kind or nature to which the Tenant shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Landlord of any covenant, term or provision herein or by reason of any injury, death, damaged property or action resulting from, occasioned to or suffered by any person or persons or any property by reason arising from the occupancy or use by the Landlord of the Leased Premises, or otherwise, including without limitation any act, omission, neglect or default on the part of the Landlord or any of its agents, employees, or other person or persons for whom the Landlord is in law responsible, such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of this Lease shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.

9. Damage to the Premises

- (a) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - (i) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within one hundred and eighty (180) days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
 - (ii) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within one hundred and eighty (180) days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
 - (iii) If the leased Premises can be repaired within one hundred and eighty (180) days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

- (b) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- (c) Apart from the provisions of Section 9(a) there shall be no abatement from or reduction of the Rent payable by the Tenant.

10. Acts of Default and Landlord's Remedies

- (a) An Act of Default has occurred when:
 - (i) the Tenant has failed to pay Rent for a period of fifteen (15) consecutive days, regardless of whether demand for payment has been made or not;
 - (ii) the Tenant has breached his covenants or failed to perform any of his obligations under this Lease; and
 - (A) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - (B) the Tenant has failed to correct the default as required by the notice without twenty (20) days after receipt of the said Notice;
 - (iii) the Tenant has:
 - (A) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - (B) had his property seized or attached in satisfaction of a judgment;
 - (C) had a receiver appointed;
 - (D) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
 - (E) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation.
 - (iv) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
 - (v) the Premises:

- (A) become vacant or remain unoccupied for a period of thirty (30) consecutive days; or
 - (B) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- (b) When an Act of Default on the part of the Tenant has occurred:
 - (i) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as he may choose.
- (c) If, because an Act of Default has occurred, the Landlord exercises his right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.
- (d) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears:
 - (i) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
 - (A) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
 - (B) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (e) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

- (f) If, when an Act of Default has occurred, the Landlord chooses to waive his right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

11. Landlord's Right to Show and Overholding

The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.

12. Estoppel Certificate from the Tenant

The Tenant agrees that it will, at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and is in full force and effect (or, if modified, stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;
- (d) other charges payable under this Lease which have been paid;
- (e) particulars of any prepayment of Rent or security deposits; and
- (f) particulars of any subtenancies.

13. Subordination and Postponement

- (a) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.

- (b) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (c) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

14. Laws

This Lease shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. Failure to Perform Obligations

If the Tenant or the Landlord fails to perform or cause to be performed any obligation of the Tenant or the Landlord, as the case may be, in this Lease, the Landlord or the Tenant, as the case may be, after giving to the other notice and a reasonable time to perform or cause to be performed such obligation (except in an emergency, when no notice or time to perform is required), has the right, but not the obligation, to perform or cause to be performed such obligation, and to do or cause to be done such things as may be incidental thereto (including, without limiting the foregoing, the right to make repairs, installations, erections and expend monies). All costs incurred or paid by or on behalf of the party performing the obligations of the other in accordance with this section shall be paid by the other immediately after they are demanded by the party that performed or caused to be performed the obligation.

16. Entire Agreement

There are no covenants, representations, warranties, agreements, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease or the Leased Premises save as expressly set out in the Lease and this Lease constitutes the entire agreement between the Landlord and the Tenant relating to the landlord and tenant relationship created herein, and may not be amended or modified except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant. Further, this Lease replaces any prior lease between the parties hereto with respect to the lands described in Schedule "A" hereto including the prior lease dated July 1, 2017, which shall be terminated upon the execution of this Lease without further recourse by either the Landlord or Tenant against the other.

17. Arbitration

In the event of any dispute arising respecting this Lease, either party may by notice in writing require that the dispute be arbitrated in accordance with the terms herein. Within fifteen (15) days of delivery of the notice requiring arbitration, the parties shall in good faith attempt to agree upon one arbitrator, and if so agreed, such arbitrator shall be the sole arbitrator. In the event the parties do not so agree, within fifteen (15) days thereafter, each party shall provide written notice to the other party of one arbitrator chosen by them, and the two arbitrators thus chosen shall select within fifteen (15) days after the selection of the later of them a third arbitrator, failing which such third arbitrator shall be chosen by a Justice of the Superior Court of Ontario and the dispute shall be settled by the award of the three arbitrators or a majority of them. The arbitration shall be conducted in accordance with the provisions of the relevant provincial arbitration legislation.

18. Notice

- (a) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given:

To the Landlord at:

The Corporation of the Municipality of Strathroy-Caradoc, 52 Frank Street,
Strathroy, Ontario N7G 2R4. Fax: (519) 245-6353
Attention: Chief Administrative Officer

To the Tenant at the Premises or at:

320 Queen Street, P.O. Box 70, Chatham, Ontario. Fax: (519) 351-4059
Attention: President and CEO

- (b) The above addresses may be changed at any time by giving ten (10) days' written notice.
- (c) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

19. Registration

The Tenant shall not at any time register notice, caveat, or memorial (or any similar document) or a copy of this Lease on title to the property of which the Premises form part without consent of the Landlord.

20. Interpretation

- (a) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (b) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (c) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

[SIGNATURE PAGE FOLLOWS]

In witness of the foregoing covenants the Landlord and Tenant have executed this Lease.

The Corporation of the Municipality of Strathroy-Caradoc

Per: _____

Colin Grantham, Mayor

Brianna Hammer-Keidel, Clerk

We have the authority to bind the Corporation.

Entegrus Powerlines Inc.

Per: _____

I have the authority to bind the Corporation