

Appendix A – Main Terms & Conditions – Metrolinx Lease

1. LANDLORD

City of Toronto (the "Landlord")

2. TENANT

Metrolinx (the "Tenant")

3. PREMISES

Parking offices located on the main floor and basement of the building located at 200 Princes' Boulevard, Toronto (the "Premises"), as shown on the plan attached hereto as Schedule "A". The Tenant shall also have a non-exclusive right to use the washrooms shown on Schedule "B".

4. USE

The Premises shall be used and occupied for office uses and shall not be used for any other purpose or business.

It is the sole responsibility of the Tenant to ensure the Premises are approved for the proposed use by the appropriate municipal or provincial governmental authorities.

5. RENTABLE AREA

The rentable area of the Premises is approximately 2,856 square feet (the "Rentable Area").

6. TERM

The term will be for a period of five (5) years (the "Term") commencing on the 6th day of May, 2023 (the "Commencement Date") and expiring on the 5th day of May, 2028 (the "Expiry Date").

7. OPTION TO EXTEND

The Tenant shall have one (1) option to extend for a period of six (6) months provided the Tenant provides 12 month's written notice prior to the expiry of the Term. The extension term shall be on the same terms and conditions as the initial Term, except Basic Rent, which shall be as set out in Confidential Attachment 1 – Financial Terms and Conditions.

8. BASIC RENT

See Confidential Attachment 1 – Financial Terms and Conditions.

9. ADDITIONAL RENT

The Tenant shall pay, as Additional Rent, the cost of utilities, maintenance, repair, realty taxes and operating costs relating to the Premises, as set out in the Lease.

10. LANDLORD'S WORK/CONDITION OF THE PREMISES

Save and except for the Landlord's Work set-out in this paragraph, the Tenant accepts the Premises on an "as is, where is" basis.

Landlord's Work consists of those items enumerated below, which will be installed by the Landlord in the Premises at its expense in accordance with the Landlord's choice of materials and base building standard finishes, prior to the Delivery Date (as defined below):

- a) Ensure existing heating, air conditioning, lighting, electrical and plumbing systems are in good working order; and
- b) Replace any missing, damaged, or stained ceiling tiles, and light lenses.

11. TENANT'S WORK

Any work to be completed in the Premises, other than the Landlord's Work, shall be at the Tenant's sole cost and expense and in accordance with the Lease. Any improvements to be made to the Premises by the Tenant will require the Landlord's prior written approval.

Any work performed by or on behalf of the Tenant will be at its sole expense and performed by contractors, sub-contractors and workers approved by the Landlord. All work being performed by either party must comply with the City's Fair Wage Policy, Labour Trades Contractual Obligations in the Construction Industry and all other applicable policies and collective agreements the City and/or Exhibition Place is bound to.

12. FIXTURING PERIOD

Provided the Lease has been executed by the Tenant, the Landlord has received any applicable deposit and certificate of insurance, and Landlord's Work has been completed, the Tenant will be given access to the Premises for construction of its leasehold improvements, fixturing the Premises and carrying on the Tenant's business from April 6, 2023 (the "Delivery Date") to the day immediately preceding the Commencement Date (the "Fixturing Period"). The Tenant's occupation of the Premises during the Fixturing Period will be governed by all terms and conditions of the Lease, save and except that the Tenant will not be responsible for the payment of Basic Rent, realty taxes or operating costs, but will reimburse the Landlord for its utilities and any other services provided by the Landlord.

13. SIGNAGE

The Tenant will, at its sole expense and subject to the Landlord's prior approval, supply and install: (a) a sign bearing the name of the Tenant which will be located on or near the entrance of the Premises; (b) identification and/or directional signage on the floor the Tenant's Premises are located; (c) one entry in the Building directory board (if any) located in the Building lobby; and (d) identification and/or directional signage on the grounds of Exhibition Place.

At the expiry or earlier termination of the Lease, the Tenant shall be responsible for the removal of all signage and shall repair any damage caused by the installation and removal thereof, all at the Tenant's sole cost and expense.

14. PARKING

The Tenant shall be allocated five (5) unreserved parking stalls at the Building's surface parking area, at no cost, (save and except for its share of any operating costs in respect of the building's parking areas) for the duration of the Term and the above extension, if exercised.

15. HAZARDOUS SUBSTANCES

The Tenant shall not use the Premises, or permit them to be used to utilize, manufacture, store or process any hazardous substances with the exception of those permitted in writing by the Landlord to be brought into the Premises or onto the Lands and in compliance with all environmental laws. The Tenant shall promptly on demand remove all non-permitted hazardous substances used or released by the Tenant or brought onto the Premises or the Lands by the Tenant or those acting under its authority or control. For greater certainty, the foregoing obligation of the Tenant shall include, without limitation, the responsibility to remove any hazardous substance(s) which have, as a result of the operations of the Tenant or any other persons acting under its authority or control, become affixed to, permeated or accumulated on or within any structures forming part of the Building or the Lands.

In the event the Tenant undertakes construction during the Fixturing Period and/or throughout the Term, the Landlord will provide to the Tenant a designated substances survey as it pertains to the Tenant's physical occupancy of the Premises. The Landlord will remove known hazardous substances from the Premises as required by environmental laws or deemed necessary by the Landlord to the extent any such hazardous substances were not caused or allowed to be brought into or released from the Premises by the Tenant, its employees, servants, agents or those for whom the Tenant is in law responsible. To the extent that any such hazardous substances were caused or allowed to be brought into or released from the Premises by the Tenant or its employees, servants, agents or those for whom the Tenant is in law responsible, at the Landlord's option, the Landlord shall abate or remove same if required by environmental laws or deemed necessary by the Landlord and the Tenant shall pay all costs and expenses incurred by the Landlord in connection with such abatement or removal, as Additional Rent, or the Landlord shall require. For greater certainty, without limitation, the Tenant shall not be responsible for or be obligated to pay for any removal of hazardous substances that existed prior to the commencement of the Lease.

16. RESTORATION

Upon the expiration or earlier termination of the Lease, the Tenant shall remove all of its trade fixtures, trade equipment, telecommunication equipment, furniture, workstations, security systems and personal property, but shall not be required to remove any leasehold improvements from the Premises, other than (i) Non-Standard Leasehold Improvements (as defined below) that the Landlord may require to be removed. "Non-Standard Leasehold Improvements" means: generators; computer

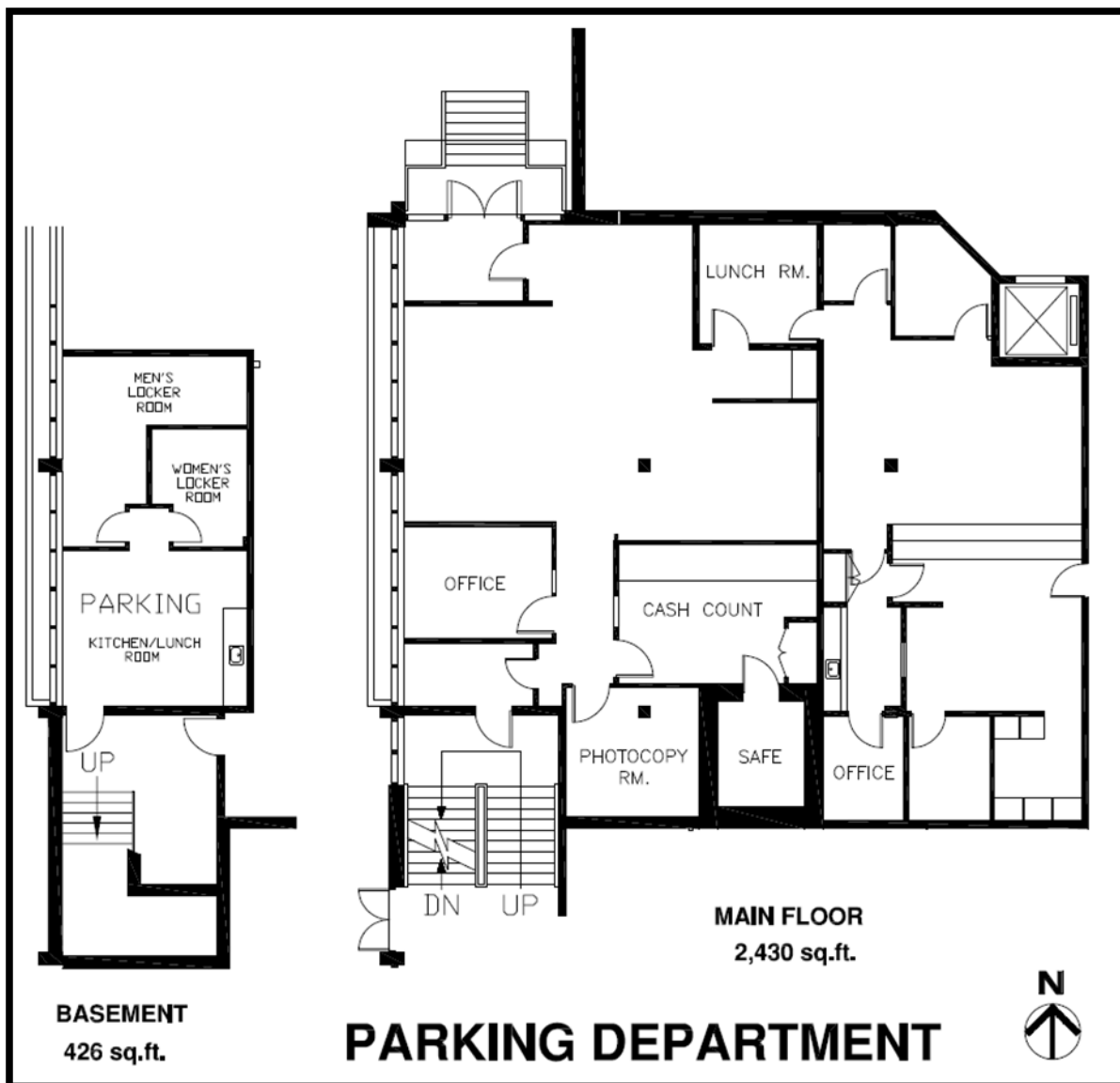
rooms and/or any other raised-floor environments; staircases; laboratory rooms; non-standard heating, ventilating and air conditioning systems installed for the specific use of the Premises; custom lighting and electrical installations; dry-wall ceilings; safes and vault; or (ii) those installed by or on behalf of the Tenant without the Landlord's prior consent. The Tenant must repair any damage caused to the Premises or the Building by the removal of the items described above.

17. H.S.T.

The Tenant shall pay HST on all amounts payable under the Lease, if applicable, or any other equivalent tax.

SCHEDULE "A"

FLOOR PLAN (FOR ILLUSTRATIVE PURPOSES ONLY)



SCHEDULE "B"

BUILDING PLAN (FOR ILLUSTRATIVE PURPOSES ONLY)

