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November 18, 2025

Ontario Energy Board
2300 Yonge Street
27th Floor
Toronto, ON M4P 1E4

Attn: Ritchie Murray, Acting Registrar

Dear Mr. Murray:

**Re: OEB File No. EB-2025-0014
Oshawa PUC Networks Inc. (“Oshawa Power”)
2026 Rates Application
Decision on Confidentiality & Procedural Order No. 6**

The OEB sought further clarification on certain issues in the OEB’s Decision on Confidentiality & Procedural Order No. 6, issued on November 11, 2025. Please find enclosed Oshawa Power’s responses to the OEB’s questions.

Sincerely,

Valerie Bennett

Valerie Bennett
Director, Regulatory & Commercial Affairs
Oshawa Power

Cc: Intervenors of record in EB-2025-0014

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OEB-1

Topic: Building Lease

Ref 1: 1-SEC/Staff/CCMBC/VECC-16

Ref 2: Oral Hearing Transcript (Vol. 2), page 158 line 20 to 25.

Question

- a) Per reference 1, the existing lease was amended on October 30, 2024. The City of Oshawa initially provided notice that the lease would terminate March 31, 2017 and through successive amendments extended the termination date to May 31, 2028. Please provide a copy of the lease made as of June 1, 2007, and any amendments made thereto prior to the amendment made as of October 30, 2024.
- b) Were there any leases entered into prior to June 1, 2007? If not, what initiated the need for a lease on June 1, 2007?
- c) Were there any leases prior to the date Oshawa PUC Networks incorporated on November 30, 2000? If not, what were the conditions for occupancy prior to November 30, 2000.
- d) Section 3.21 of the Lease, as amended describes the PREMISES in the lease as comprising the distribution building and the metering/storeroom/garage building together with all underground tanks, fuel pumps and appurtenances (including their foundations). It is understood that Oshawa PUC Networks has occupied the site for approximately 93 years. When were the structures described as PREMISES constructed and were they paid for by the City of Oshawa or Oshawa PUC Networks?
- e) Paragraph 1.01(a) of the Lease, as amended increases the BASE RENT from \$361,631.00 by 30% to \$479,120 (an increase of \$108,489 or 30%) effective June 1, 2026. In reference 2, Ms. Tang indicated that the increase in BASE RENT, “because the intention was to reflect closer to market rate. I think Oshawa Power has – City of Oshawa has insisted on looking at market rate, and at that point, that was part of the negotiation.” Please provide the lease rent comparables Oshawa PUC Networks and the City of Oshawa relied on in the negotiations to satisfy itself that the increase in BASE RENT reflects market. Do the rent comparables Oshawa PUC Networks and the City of Oshawa relied on reflect an obligation to remove structures including foundations?

Oshawa Power Response

- a) Lease agreements and extensions from June 1, 2007 to October 30, 2024:
 - Lease agreement effective June 1, 2007 to March 31, 2012 and Lease extension agreement effective April 1, 2012 to March 31, 2017 – Attachment OEB-1_1 City of Oshawa & OPUC Lease Agreement - 2012 Renewal
 - Lease amendment and extension agreement effective April 1, 2017 to May 31, 2019 – Attachment OEB-1_2 City of Oshawa & OPUC Lease Agreement – 2017 Extension
 - Lease amendment and extension agreement effective June 1, 2019 to May 31, 2021 – Attachment OEB-1_3 City of Oshawa & OPUC Lease Agreement – 2019 Extension

- Lease amendment and extension agreement effective June 1, 2021 to May 31, 2023 – Attachment OEB-1_4 City of Oshawa & OPUC Lease Agreement – 2021 Extension
 - Lease amendment and extension agreement effective June 1, 2023 to November 30, 2026 – Attachment OEB-1_5 City of Oshawa & OPUC Lease Agreement – 2023 Extension
 - Lease amendment and extension agreement effective June 1, 2023 to September 30, 2028 – previously filed as Exhibit 1 IRRs, Attachment 1-5.
- b) Oshawa PUC Networks (Oshawa Power) has been a tenant of the City of Oshawa at 100 Simcoe St. South since December 4, 2000, following the creation of the Oshawa Power and Utilities Corporation (OPUC) in compliance with the Energy Competition Act. See Attachment OEB-1_6 City of Oshawa & OPUC Lease Agreement – 2000.
- c) There were no leases found for any period prior to Oshawa Power incorporating on November 30, 2000, and therefore the conditions of occupancy before that date are not known.
- d) The distribution building and the metering/storeroom/garage building together with all underground tanks, fuel pumps and appurtenances (including their foundations) were added throughout the 1940s and 1950s. No documentation was founded related to the exact dates to construct these buildings.
- e) Oshawa Power does not have the lease rent comparables used by the City of Oshawa to establish the rent increase to \$470,120. Instead, the increase was proposed by the City and Oshawa Power conducted due diligence to ensure that the new rental amount was reasonable before agreeing to it.

The comparables used by Oshawa Power for this review were prepared by Cushman Wakefield and are shown in Attachment OEB-1_7 Industrial and Office Comparisons for Durham – October 2024, on a cost per square foot basis. Please note:

- Although both industrial and office comparators were reviewed, office comparators are more representative of the market for Oshawa Power's current space given its downtown location.
- Net Rent reflects actual rental amounts whereas Gross Rent includes other obligations including property taxes, maintenance, and insurance. Oshawa Power does not have any information if any of the comparators have obligations to remove structures including foundations, and whether/how these are factored into their respective leases, as this information is not usually shared publicly.

Oshawa Power's current buildings have a square footage of 33,300 square feet, 18,500sqft of which is office space (55.6%) and 14,800sqft would be considered industrial (44.4%). The rent cost of \$470,120 is equivalent to $\$470,120 / 33,300 \text{ sqft} = \14.12 per square foot. Of note, only \$425,000 has been included in 2026 OM&A to reflect that the rent increase will

happen part way through the 2026 Test Year, which is equivalent to a cost of \$425,000 sqft / 33,300 = \$12.76 per square foot.

Assuming a similar breakdown of office and industrial workspace, the Cushman Wakefield average cost per square foot of comparables in October 2024 was \$15.98 x 55.6% (office space portion) + \$11.85 x 44.4% (industrial portion) = \$14.15. Therefore, the updated rent is at market rates, whereas the previous rent was significantly under market.

For additional context and transparency, Oshawa Power requested that Cushman Wakefield provide an updated list of lease comparators. See Attachment OEB-1_8 Industrial and Office Comparisons for Durham_2025 Update.

OEB-2

Topic: Asset Retirement Obligation

Ref 1: Exhibit 2, 2.3.3. Asset Retirement Obligation (ARO)

Ref 2: Oral Hearing Transcript (Vol. 1) page 160 line 15 to page 161 line 20

Ref 3: Undertaking J1.8

Ref 4: Undertaking Attachment J1.10_Oshawa Power Vacating 100 Simcoe

Question

- a) Who owns the buildings occupied by Oshawa PUC Networks?
- b) Please reconcile the ARO provided in reference 1 with that in reference 3 explaining the difference.
- c) Does the reference 3 ARO supersede the reference 1 ARO?
- d) Please provide a detailed estimate of the current and future value by component of the ARO in reference 3.
- e) Please explain fully the impact the applicable (reference 1 or 3) ARO will have on 2026 rates.
- f) Reference 4 notes that the City of Oshawa on May 1, 2023 confirmed that it requires Oshawa PUC Networks to vacate the premises (per the amended lease by May 31, 2028). Reference 3 indicates that Oshawa PUC Networks commenced recording an ARO in its 2022 financial statements that includes the demolition of the facilities defined as PREMISES in the amended lease. What triggered Oshawa PUC Networks to commence recording an ARO obligation in its financial statements in 2022 when the obligation to demolish the PREMISES first appeared in Section 3.21 of the Lease Amendment and Extension Agreement dated October 30, 2024?

Oshawa Power Response

- a) The City of Oshawa owns the buildings occupied by Oshawa Power.

- b) The Asset Retirement Obligation (ARO) provision is determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability. Oshawa Power recognized the cost of decommissioning at the end of the useful life of the office location (i.e. Oshawa Power used the end of the lease term, Nov 2028, as the end of this useful life).

The initial estimate for demolition was provided in March 2023, at \$906,000 and Oshawa Power applied a 3% inflation escalation factor from 2023 to 2028 (i.e. end of the lease) to compute the expected future cash flows component. (Ref: Undertaking J1.8, i.e. \$1,081,811). Oshawa PUC Networks then computed the present value of the amount as of Apr 1, 2017 (Ref: Ex. 2, section 2.3.3, i.e. \$762,125.33). Amortization was computed based on the present value of expense as of April 2017, leaving out any accretion expense resulting from the difference between 2017 and when decommissioning is expected to occur (November 2028).

The calculation is as follows:

<u>ARO Liability</u>		<u>Depreciation</u>				
Initial Estimate (2023)	\$ 906,000	Year	Months	Depreciation	Accumulated Depreciation	NBV
2023	\$ 933,180	2017	9	48,993.77	48,993.77	713,131.56
2024	\$ 961,175	2018	12	65,325.03	114,318.80	647,806.53
2025	\$ 990,011	2019	12	65,325.03	179,643.83	582,481.50
2026	\$ 1,019,711	2020	12	65,325.03	244,968.86	517,156.47
2027	\$ 1,050,302	2021	12	65,325.03	310,293.88	451,831.45
2028	\$ 1,081,811 [A]	2022	12	65,325.03	375,618.91	386,506.42
		2023	12	65,325.03	440,943.94	321,181.39
Cost to Decommission Building Nov 2028 [A]	\$ 1,081,811	2024	12	65,325.03	506,268.97	255,856.36
Present value of decommissioning cost as at Apr 2017	\$ 762,125	2025	12	65,325.03	571,594.00	190,531.33
Date on book (Apr 2017 lease amendment and on)	4/1/2017	2026	12	65,325.03	636,919.03	125,206.30
Decommission Date	11/30/2028	2027	12	65,325.03	702,244.05	59,881.28
# of years	11.67	2028	11	59,881.28	762,125.33	-

- c) Noted in b). Reference 3 ARO is the expected future cashflow of the ARO whereas Reference 1 ARO is the present value of the ARO.
- d) See Attachment OEB-2 Quote on Demolition.
- e) The depreciation of \$65,325.03 is included in the proposed 2026 rates, which is lower than the actual depreciation that should have been included, for two reasons:
- As noted above, this value leaves out the accretion expense as it reflects the present value of the decommissioning cost in 2017. Oshawa Power is not seeking to revise the depreciation amount because it is not material and the omission benefits customers.
 - In addition, 2026 will be the first time any depreciation for this ARO will be recognized in rates, despite the amortization of these costs back to 2017, meaning there were no costs passed to customers for the amounts amortized between 2017 and 2025.

- f) The matter of demolition was first introduced by the City in March 2017, in reference to an extension of the lease from March 31, 2017 to May 31, 2019 (Attachment OEB-1_2).

Attachment OEB-1_1

City of Oshawa & OPUC Lease
Agreement - 2012 Renewal

This LEASE extension agreement made this 1st day of April, 2012

BETWEEN:

THE CORPORATION OF THE CITY OF OSHAWA

(the "CITY")
as Landlord

- and -

OSHAWA PUC NETWORKS INC.

("OPUC")
as Tenant

RECITALS:

1. The CITY owns the property municipally known as 100 Simcoe Street South which is approximately 0.68 hectares (1.68 ac.) in size.
2. The CITY has leased the subject property to OPUC since December 2000.
3. The existing LEASE with OPUC is set to expire on March 31, 2012.
4. The CITY and OPUC wish to extend the LEASE for an additional five (5) year term, specifically April 1, 2012 through March 31, 2017, on generally the same terms and conditions save and except for the TERM and BASE RENT as described herein.
5. The BASE RENT for the period of April 1, 2012 to March 31, 2013 will be increased by the aggregate Consumer Price Index (CPI) adjustment since 2007, being 9.8% or \$25,872.00, and thereafter the BASE RENT will be subject to a yearly adjustment according to annual CPI rates.

THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. The LEASE is hereby amended by deleting Article 1.0.1 (a) and replacing it with the following:

1.01 (a) **BASE RENT** means a sum of money equal to Two Hundred Eighty Nine Thousand Eight Hundred and Seventy Two Dollars (\$289,872.00) for the period of April 1, 2012 through March 31, 2013.

(b) **BASE RENT** to be adjusted annually according to the Consumer Price Index rate starting on April 1, 2013.

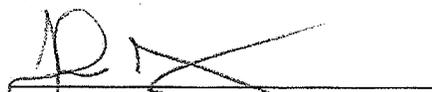
2. The LEASE AGREEMENT is further amended by deleting Article 2.01 and replacing it with the following:

*"2.01 **Demise**: The CITY grants OPUC a leasehold interest in the PREMISES for a TERM of five (5) years, expiring March 31, 2017, subject to termination as provided in this LEASE".*

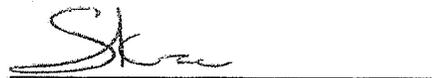
3. All other terms and conditions of the LEASE shall remain the same.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF OSHAWA



Mayor



Clerk

OSHAWA PUC NETWORKS INC.



Per: Atul Mahajan,
Chief Financial Officer
I have authority to bind the Corporation.



THIS LEASE made in triplicate as of the 1st day of June, 2007, in pursuance of the Short Form of Leases Act:

BETWEEN:

THE CORPORATION OF THE CITY OF OSHAWA

as Landlord
(the "CITY")

- and -

OSHAWA PUC NETWORKS INC.

as Tenant
("OPUC")

RECITALS:

1. The CITY is the owner of the PREMISES described herein.
2. OPUC has been a tenant of the CITY at 100 Simcoe St. South since December 4, 2000. This lease, when fully executed, will supercede the lease agreement that had expired on November 30, 2005, and the original lease will become null and void.

THIS LEASE IS ENTERED in consideration of the rents, covenants and agreements reserved and contained on the part of OPUC, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.00: INTERPRETATION

- 1.01 Definitions:** Wherever a term set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.
- (a) **BASE RENT** means a sum of money equal to Two Hundred Sixty Four Thousand Dollars (\$264,000.00) per year.
 - (b) **CITY** means The Corporation of the City of Oshawa, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the CITY's servants, employees, agents and delegated officials.
 - (c) **COMMISSIONER** means the Commissioner of Development Services for the City of Oshawa.
 - (d) **OPUC** means Oshawa PUC Networks Inc. a corporation incorporated pursuant to the laws of the Province of Ontario, with its registered office in Oshawa, Ontario, and the term includes its successors and assigns, and, where the context allows, its directors, officers, employees, servants or agents.
 - (e) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
 - (i) OPUC breaches its covenant to pay RENT. The default occurs whether the CITY has demanded payment or not, if the RENT remains unpaid for a period of ten (10) days after it is due.

- (ii) OPUC breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach, considering its nature) after notice by the CITY to OPUC specifying with reasonable particularity the nature of the breach and requiring it to be remedied.
 - (iii) In circumstances where the breach set out in the notice given to OPUC by the CITY pursuant to paragraph (ii) above reasonably requires more time to cure than the time period referred to in the notice, but OPUC has not commenced remedying the breach; or, in the opinion of the CITY, has failed to diligently complete it within a reasonable time.
 - (iv) OPUC makes an assignment for the benefit of creditors, or makes an assignment or has a receiving order made against it under the Federal Bankruptcy and Insolvency Act, or becoming bankrupt or insolvent, makes application for relief under the provisions of any statute now or in future in force concerning bankrupt or insolvent debtors, or takes any action whatsoever, legislative or otherwise with a view to the winding-up, dissolution or liquidation of OPUC.
 - (v) A valid writ of execution, which has not been appealed or stayed, has been issued against any property of OPUC located in the Regional Municipality of Durham and has remained outstanding for a period in excess of ten (10) days.
 - (vi) The PREMISES are vacated by OPUC or become vacant or remain unoccupied by OPUC for a period of thirty (30) consecutive days.
 - (vii) A receiver or a receiver and manager is appointed for all or a portion of OPUC's business or of OPUC's leasehold interest pursuant to this LEASE.
- (f) The **LANDS** are described as Lots 2, 3, 4, 8, 9 and 10, Block G, Plan H50004 and Part of Lot 7, Block G, Plan H50004, as described in instrument no. OS65837, in the City of Oshawa in the Regional Municipality of Durham (PIN. 16353-0168 (LT)) and known municipally as 100 Simcoe Street South, Oshawa, Ontario.
- (g) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time.
- (h) **PREMISES** includes the **LANDS** and buildings, structures, and improvements on the **LANDS** including, without limitation, asphalt parking areas, curbing, drainage, and security fencing.
- (i) **PROPERTY TAXES** means:
- (i) all taxes, rates, duties, assessments and other charges that are levied, charged or assessed against or in respect of all improvements, equipment and facilities of OPUC on or in the PREMISES, or the CITY on account of its ownership of or interest in the PREMISES;
 - (ii) every tax and licence fee which is levied, rated, charged or assessed against or in respect of any and every business carried on the PREMISES or in respect of the use or occupancy of the PREMISES by OPUC, or against the CITY on account of its ownership of or interest in the PREMISES, and
 - (iii) all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed against the PREMISES, regardless of who is responsible for payment, the CITY or OPUC or both, and whether imposed by federal, provincial,

municipal (including the CITY), school board, utility commission or other authority, and whether now or in the future in existence.

Without limitation, this includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the CITY or OPUC or anyone else on account or in lieu of PROPERTY TAXES, whether or not they are secured against property, or of a nature similar to those taxes, and whether recurring annually, or at other intervals, or on a special or single instance basis only, in each case whether such taxes, rates, duties, assessments or licence fees are rated, charged or assessed by any federal, provincial, municipal (including the CITY), school or other body with jurisdiction.

- (j) **RENT** means any and all sums due and payable by OPUC pursuant to this LEASE. Without limitation, RENT includes the following amounts:
- (i) the BASE RENT;
 - (ii) all PROPERTY TAXES;
 - (iii) all RENTAL TAXES, to the intent that the full amount and burden of these shall be borne by OPUC and that the full rentals payable under this LEASE shall be received by the CITY fully net and carefree of any RENTAL TAXES; and
 - (iv) all other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by OPUC pursuant to any provision of this LEASE.

- (k) **RENTAL TAXES** means all Goods and Services Taxes, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes, duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to:

- (i) the RENT payable by OPUC to the CITY under this LEASE, or
- (ii) the PREMISES, or
- (iii) the area of the PREMISES however calculated, or
- (iv) the occupancy or leasing of the PREMISES,

and whether by law the responsibility of the CITY or OPUC or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the CITY or OPUC or anyone else on account or in lieu of it, or of a nature similar to it, and whether recurring annually, or at other intervals, or on a special or single instance basis only. RENTAL TAXES shall not include any PROPERTY TAXES.

- (l) **TERM** means the time period during which this LEASE is operational, as set out in Article 2.00.

1.02 Legislation, By-laws: Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this LEASE, unless otherwise specified, is a reference to a By-law of the CITY, and, in every case, includes all applicable amendments to the By-law, including successor by-laws.

1.03 Construing this LEASE: The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and in no way

define, limit or describe the scope or intent of any portion of this LEASE and have no effect on its interpretation. All provisions of this LEASE creating obligations on either the CITY or OPUC shall be deemed to be and shall be construed as covenants. This LEASE shall be read with all changes of gender or number required by the context.

1.04 Differences of Opinion: All matters of difference arising between the CITY and OPUC in any matter connected with or arising out of this LEASE, whether to interpretation or otherwise, shall be referred to a single arbitrator, if the parties agree upon its identity. Should the parties be unable to agree upon the identity of an arbitrator, then the matter shall be referred to a single arbitrator, to be appointed by a Justice of the Superior Court of Justice. The arbitrator shall conduct the arbitration pursuant to the Arbitration Act, 1991, and every award or determination shall be final and binding on the parties and their successors and assigns, and shall not be subject to appeal. The arbitrator shall be allowed unfettered and unlimited discretion to determine in each and every case the solution which best balances the competing interests of the parties to the arbitration in accordance with this LEASE, and shall not be bound by any legal precedent in such determination. The arbitrator shall not be bound by the provisions of the Arbitration Act, 1991 in respect of fees. The arbitrator shall be entitled to award all or part of the arbitrator's fees against any party in accordance with the principles which govern an award of costs against a non-successful party in a contested matter before the Superior Court of Justice. In the absence of such an award by the arbitrator, the arbitrator's costs shall be borne equally by both parties, without regard to their involvement in the arbitration.

ARTICLE 2.00: DEMISE, TERM AND RENTAL

2.01 Demise: The CITY grants to OPUC a leasehold interest in the PREMISES for a TERM of five (5) years, expiring on March 31, 2012, subject to termination as provided in this LEASE.

2.02 Renewal: This LEASE contains no automatic right of renewal. Upon conclusion of the TERM, OPUC may approach the CITY with any proposal for a new lease or an extension of this LEASE. OPUC acknowledges that the CITY is not obliged to approve any such request.

2.03 Payment of RENT: OPUC shall pay to the CITY RENT as follows:

- (a) the BASE RENT, calculated at a monthly amount, shall be paid on the first day of each month during the TERM;
- (b) the PROPERTY TAXES and RENTAL TAXES shall be paid when due; and
- (c) all other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by OPUC pursuant to any provision of this LEASE, shall be paid upon OPUC's receipt of invoice or demand therefor.

2.04 Overholding: If OPUC remains in possession of the PREMISES after the end of the TERM with the consent of the CITY and without the execution and delivery of a new lease or formal renewal, there shall be no tacit renewal of the LEASE or of the TERM, nor shall a tenancy from year to year be created. Instead, a monthly tenancy shall be created, which shall be subject to the terms and conditions set out in this LEASE. The parties will, at that time, discuss and agree upon a suitable monthly rental amount.

2.05 Net Lease: OPUC acknowledges that this LEASE is intended to be net and carefree to the CITY. OPUC agrees to pay or cause to be paid all rates, taxes, fees, levies, development charges, and assessments, of whatsoever description, that may at any time be lawfully imposed, and become due and payable, upon, or in respect of the PREMISES, or any part of the PREMISES. Without

limitation, OPUC shall pay or cause to be paid all utility charges, including fuel for heating, hydro, water, hot water, sewage disposal and garbage removal.

- 2.06 No Assignment:** OPUC acknowledges that it has no right to assign this LEASE without the CITY's prior written consent. This consent may be unreasonably withheld.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

- 3.01 Covenant to pay RENT:** OPUC agrees to pay the RENT at the times and in the manners prescribed in this LEASE, without any abatement or deduction.
- 3.02 Interest on overdue RENT:** Without waiving any right of action of the CITY in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that OPUC is delinquent in payment of any RENT (or portion thereof) by thirty (30) days or more, OPUC agrees to pay interest on arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56 %) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.
- 3.03 Access to PREMISES:** OPUC agrees to provide the CITY with full and free access (for inspection purposes, during normal business hours, and in the presence of OPUC), to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the CITY shall at all times and for all purposes have full and free access to the PREMISES.
- 3.04 Quiet Enjoyment:** Subject to the provisions of this LEASE, the CITY agrees that OPUC shall have quiet possession of the PREMISES.
- 3.05 Maintenance/Refuse Handling:** OPUC agrees to regularly maintain the PREMISES in good condition and shall keep the PREMISES free of debris and neat and tidy at all times, all to the satisfaction of the CITY. OPUC further agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with its business, all to the satisfaction of the CITY.
- 3.06 No Damage:** OPUC agrees that it shall not do, suffer nor permit to be done any act or thing which may impair, damage or injure the PREMISES beyond the damage occasioned by reasonable use. OPUC further agrees that it shall, at its cost and expense, repair and renew in a good, sufficient and workmanlike manner, all portions of the PREMISES which may at any time be damaged by OPUC (ordinary wear and tear only excepted). In the event of the failure on the part of OPUC to repair and/or renew pursuant to this section, OPUC shall indemnify and save harmless the CITY from all damages, costs and expenses suffered or incurred by the CITY, the public, or any other third parties by reason of the impairment, damage or injury to the PREMISES to the extent that OPUC is liable for the same in law. OPUC agrees to make payment forthwith upon receipt of appropriate accounts for these damages.
- 3.07 No Nuisance:** OPUC agrees that it shall not do, suffer or permit to be done any act or thing upon or above the PREMISES which is or would constitute a nuisance to the occupiers of any PREMISES adjoining or in the vicinity of the PREMISES, or to the public generally.
- 3.08 Laws & Rules:** OPUC agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.
- 3.09 Fire Prevention:** OPUC agrees to take all precautions to prevent fire from occurring in or about the PREMISES. OPUC further agrees to observe and comply with all instructions given from time to time by the COMMISSIONER with respect to prevention and extinguishing of fires.

- 3.10 Signs:** OPUC agrees that it shall not construct, erect, place or install (outdoors) on or at the PREMISES, any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the CITY. This consent will not be unreasonably withheld or unduly delayed.
- 3.11 Liability Insurance:** OPUC shall obtain, provide and maintain a Commercial General Liability (CGL) Insurance Policy for the duration of this LEASE. The Policy shall be written on an occurrence basis and have a liability limit of not less than five million dollars (\$5,000,000) in respect of any one accident or occurrence. The CITY shall be named on the Policy as an **additional insured** without subrogation. Policy coverage shall include, but is not limited to, third party bodily injury including death, property damage, personal injury, advertising liability, products and completed operations and tenant's legal liability. Wording in the Policy shall not be less than the insurance wording shown in IBC Forms 2100 and 2320, or its equivalent replacement. The Policy shall be taken out with an insurance company licensed to carry on the business of insurance in Ontario. The Policy shall contain a cross liability and/or severability clause which protect each insured to the same extent as if they were separately insured. The Policy shall be endorsed to provide that the CITY is to receive not less than 30 days notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered to or sent by registered mail to the CITY. Should any claim(s) arise, OPUC shall be financially responsible whether covered by insurance or not. OPUC shall verify that valid insurance coverage is in place by submitting a certificate of insurance to the CITY which must be acceptable in all respects to the CITY.
- 3.12 Property Insurance:** OPUC agrees to place and at all times maintain all risk property insurance with respect to its own PROPERTY and its CHATTELS in an amount that a prudent owner of such a BUSINESS would carry acitng reasonably. The policy shall contain a provision that thirty (30) days written notice of cancellation shall be given to the CITY. OPUC acknowledges that the CITY shall not be liable to OPUC for loss or damage to OPUC's own PROPERTY or its CHATTELS howsoever caused.
- 3.13 Insurance Documents:** OPUC agrees, upon request, to provide to the CITY any one or more of the following documents:
- (a) the policy or policies, described in Sections 3.11 and/or 3.12, or
 - (b) a Certificate of Insurance to verify valid insurance coverage is in place as described in Sections 3.11 and/or 3.12, or
 - (c) an affidavit from its insurance company confirming that proper insurance coverage is in place; and
 - (d) any renewals of the above-listed documents.
- 3.14 Coverage to be maintained:** OPUC agrees that it shall not do, nor omit to do, nor suffer anything to be done or omitted to be done on the PREMISES which will in any way impair or invalidate the policy or policies provided pursuant to Sections 3.11 and 3.12.
- 3.15 Use:** OPUC agrees that it shall not use, exercise or carry on, or permit or allow to be used, exercised or carried on, upon or in the PREMISES, any noxious, noisy or offensive trade, business, occupation or calling.
- 3.16 No Claims:** OPUC shall not have any claim or demand against the CITY for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the PREMISES or to any person or property, including any buildings, structures, erections, equipment, material, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the PREMISES, unless the damage or injury is due to the gross negligence of the CITY (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).

- 3.17 Indemnification:** OPUC agrees that it shall continuously save, keep harmless and fully indemnify the CITY from and against all actions, claims, demands, suits, losses, liabilities, damages, suits, proceedings, costs and expenses, including legal fees, which may be brought against or made upon or incurred by the CITY resulting from or arising out of or in any way attributable to the existence of this LEASE or any action taken or things done or maintained by virtue of this LEASE, or the exercise in any manner of rights arising pursuant to this LEASE (excepting claims for damage resulting from the gross negligence of any officer, employee, servant or agent of the CITY while acting within the scope of his or her duties or employment).
- 3.18 Condition of PREMISES:** OPUC accepts the PREMISES in an "as is" condition.
- 3.19 Building Audit, Feasibility Study and Input from OPUC:** The City agrees to take immediate steps to obtain a building audit and feasibility study for the PREMISES, such audit and study to be in a form solely acceptable to the City. OPUC may provide input on an annual basis identifying requested repair items. Based on the information obtained from the building audit, feasibility study and input from OPUC, the City will make those repairs as it deems necessary in its sole discretion.
- 3.20 Improvements:** Any improvements that OPUC may wish to make to the PREMISES during the TERM shall be subject to the CITY's prior written approval. Any such approved improvements shall be undertaken and completed at OPUC's sole risk, cost and expense and to the CITY's satisfaction.

ARTICLE 4.00: TERMINATION

- 4.01 Surrender:** At the termination of the TERM of this LEASE, OPUC shall peaceably surrender and yield to the CITY the PREMISES in a well maintained, fully operating condition and in a good state of repair (reasonable wear and tear excepted).
- 4.02 Early termination for Default:** Upon the occurrence of an EVENT OF DEFAULT, the current month's RENT together with the RENT for the three months next ensuing shall immediately become due and payable. In addition, at the option of the CITY, the TERM shall become forfeited and void, and the CITY may, without notice or any form of legal process whatsoever, forthwith re-enter upon the PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 4.01 shall apply.
- 4.03 CITY's Performance:** Nothing in this LEASE shall operate to prevent the CITY, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing OPUC's obligations. This work shall be completed at the sole cost and expense of OPUC, and in addition, the CITY may levy any charge as may then be applicable, in accordance with the policies of the CITY for administration and overhead. It is expressly understood and agreed that the CITY is not under any obligation to perform any of OPUC's covenants.
- 4.04 Other Remedies:** Forfeiture of this LEASE by OPUC shall be wholly without prejudice to the right of the CITY to recover arrears of RENT or damages for any antecedent breach of covenant on the part of OPUC. Notwithstanding any forfeiture, the CITY may subsequently recover from OPUC, damages for loss of RENT suffered by reason of the LEASE having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

ARTICLE 5.00: MISCELLANEOUS

- 5.01 **Notice:** Any notice to be given under this LEASE shall be sufficiently given if delivered or if sent by prepaid first class mail and addressed to OPUC at:

OSHAWA PUC NETWORKS INC.
100 Simcoe Street South
Oshawa, ON
L1H 7M7

and to the CITY at:

THE CORPORATION OF THE CITY OF OSHAWA
Attention: City Clerk
50 Centre Street South
Oshawa, ON
L1H 3Z7

Receipt of notice shall be deemed on the date of delivery or five (5) days following the date of mailing of the notice, whichever is applicable. Either party may change its address for notice by giving notice of change of address pursuant to this section.

- 5.02 **Force Majeure/Time:** Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.
- 5.03 **Successors:** The rights and liabilities of the parties shall enure to the benefit of and be binding upon the parties and their respective successors and approved assigns.
- 5.04 **Entire Agreement:** This LEASE contains the entire agreement between the parties in respect of the PREMISES and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any previous lease, letter, letter of intent, or other contractual arrangement between the parties related to the PREMISES in existence at the time of execution and delivery of this LEASE.
- 5.05 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the CITY and OPUC agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.
- 5.06 **Relationship of Parties:** Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venturer, agent or trustee of the other.
- 5.07 **Waivers:** No supplement, amendment or waiver of or under this LEASE shall be binding unless executed in writing by the party to be bound thereby and no waiver by a party of any provision of this LEASE shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.

5.08 **Governing Law:** This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

5.09 **Freedom of Information:** OPUC acknowledges that this LEASE is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this LEASE by their signatures.

THE CORPORATION OF THE CITY OF OSHAWA

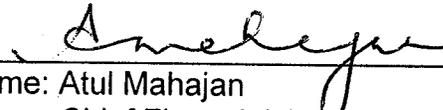


Mayor
John Gray

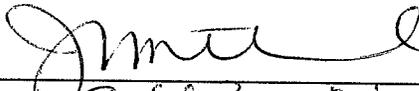


Clerk
Sandra Kranc

OSHAWA PUC NETWORKS INC.



Name: Atul Mahajan
Title: Chief Financial Officer



Name: Jeff Rosenthal
Title: President & CEO

Attachment OEB-1_2

City of Oshawa & OPUC Lease
Agreement - 2017 Extension

LEASE AMENDMENT AND EXTENSION AGREEMENT

This Agreement is made as at this 1st day of April, 2017

BETWEEN:

The Corporation of the City of Oshawa

(the "City")

AND

Oshawa PUC Networks Inc.

(the "Tenant")

WHEREAS:

1. The City is the owner of the premises known municipally as 100 Simcoe Street South, Oshawa, which has been occupied by the Tenant since December 4, 2000 pursuant to agreements to lease. The most recent lease agreement dated June 1, 2007 was for a term expiring March 31, 2012 which was extended to March 31, 2017 pursuant to amending agreement dated April 1, 2012. The June 1, 2007 lease agreement as amended by the April 1, 2012 agreement is referred to herein as the "2007 Lease".
2. The Tenant has requested a further extension of the term of the 2007 Lease.
3. On March 20, 2017, pursuant to Report DS-17-51, Council of the City approved an extension of the term of the 2007 Lease on the terms set out herein.

NOW THEREFORE in consideration of the rents, covenants and agreements reserved and contained herein, to be respectively paid, observed and performed on the part of the Tenant, and for other consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Paragraph 1.01(a) of the 2007 Lease is further amended by deleting its text and by substituting the following: *"“BASE RENT” means, for each year of the TERM, a sum of money equal to Three Hundred Eighteen Thousand Dollars (\$318,000.00) increased by two percent (2%) per year, compounded annually, commencing April 1, 2018."*
2. Paragraph 1.01(b) of the 2007 Lease is further amended by deleting its text and by substituting the following: *"CITY" means The Corporation of the City of Oshawa, a municipal corporation incorporated pursuant to the laws of Ontario."*
3. Section 2.01 of the 2007 Lease is further amended by deleting its text following its heading and by substituting the following: *"The CITY grants to OPUC a leasehold interest in the PREMISES for the TERM expiring May 31, 2019, subject to termination as provided in this LEASE"*.
4. Section 2.02 of the 2007 Lease is deleted.
5. Section 3.05 of the 2007 Lease is amended by adding the following sentence: *"Without limitation to the foregoing and notwithstanding anything in this LEASE to the contrary, the CITY is under no obligation whatsoever to maintain or to repair the PREMISES."*
6. The 2007 Lease is further amended by adding a new section 3.21 as follows: *"**Demolition:** OPUC shall, at its own expense, demolish that part of the PREMISES determined by the COMMISSIONER to comprise the distribution building and the metering/storehouse/garage building together with all underground tanks, fuel pumps and related appurtenances. For this purpose, "demolish" includes removal from the LANDS of the said buildings (including*

their foundations), tanks, fuel pumps, related appurtenances and debris and restoration of the subject part of the LANDS to a finished grade pursuant to applicable law at a time and to the satisfaction of the CITY's City Manager. OPUC's obligations pursuant to this section shall forever survive the termination of this LEASE."

- 7. The 2007 Lease is further amended by adding a new section 3.22 as follows: "**Remediation:** OPUC shall, at its own expense, remediate the LANDS to a residential standard at OPUC's expense pursuant to applicable law at a time and to the satisfaction of the CITY's City Manager. OPUC shall provide a final report and an acknowledged Record of Site Condition (as provided by Part XV.1 of the Environmental Protection Act and O. Reg. 153/04) to the CITY's City Manager upon completion of the remediation activities. OPUC's obligations pursuant to this section shall forever survive the termination of this LEASE."
- 8. All other terms and conditions of the 2007 Lease shall remain the same and time shall remain of the essence.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of their respective properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this Agreement by their signatures.

The Corporation of the City of Oshawa

Mayor

Clerk

Oshawa PUC Networks Inc.

Per: 
Ivano Labricciosa, President and CEO
I have authority to bind the corporation

Ivano

The Lease payments are in line with both the budget and OMB rate application (as approved). However, demolition & Remediation costs were not anticipated. Accounting rules will likely require us to realize these charges over the term of the lease, will require an estimate for this and for at the end.

Attachment OEB-1_3

City of Oshawa & OPUC Lease
Agreement - 2019 Extension

July 15, 2019

File: D-4630-0016

Ivano Labricciosa, President and CEO
Oshawa PUC Networks Inc.
100 Simcoe St S
Oshawa, ON
L1H 4G6

**Re: Lease Amendment and Extension Agreement between City of Oshawa and OPUC
100 Simcoe Street South**

Please find enclosed a fully executed copy of the above noted agreement.

If you require further information or clarification, please contact Meaghan Harrington at the address shown or by telephone at (905) 436-3311, extension 2407 or by email to mharrington@oshawa.ca.



Christine Chase, Administrative Assistant
Administration Services

MH/c

Attachment

LEASE AMENDMENT AND EXTENSION AGREEMENT

This Agreement is made as at this 1st day of June, 2019

BETWEEN:

THE CORPORATION OF THE CITY OF OSHAWA

(the "City")

AND

OSHAWA PUC NETWORKS INC.

(the "Tenant")

WHEREAS:

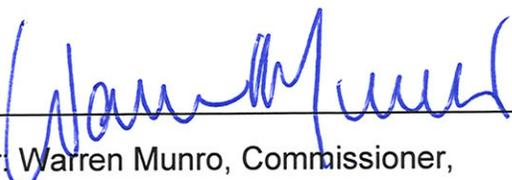
1. By lease made the 1st day of June, 2007 (the "Lease"), Oshawa PUC Networks Inc. ("OPUC") leased from the City the property municipally known as 100 Simcoe Street South ("Premises") for a term expiring March 31, 2012.
2. On March 19, 2012, City's Council approved OPUC's request for an additional five year term commencing April 1, 2012 and terminating March 31, 2017.
3. On May 19, 2015, City's Council directed staff to provide OPUC with written notice on behalf of the City of the City's intention to terminate OPUC's leasehold occupancy of the Premises, and approved an extension of the Lease from March 31, 2017 to May 31, 2019.
4. On May 31, 2015, City staff provided OPUC with four (4) year's written notice of the City's intent to terminate the OPUC's leasehold occupancy of the Premises.
5. On February 19, 2019, pursuant to Report DS-19-17, City Council approved OPUC's request for a two (2) year extension of the Lease, commencing June 1, 2019 and terminating May 31, 2021.

NOW THEREFORE in consideration of the rents, covenants and agreements reserved and contained herein, to be respectively paid, observed and performed on the part of the Tenant, and for other consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Paragraph 1.01(a) of the 2007 Lease, as amended, is hereby further amended by deleting its text and by substituting the following: *"BASE RENT" means, for each year of the TERM, a sum of money equal to Three Hundred Thirty Thousand Eight Hundred and Forty-Seven Dollars (\$330,847.00) increased by two percent (2%) per year, compounded annually, commencing June 1, 2020.*
2. Section 2.01 of the 2007 Lease, as amended, is hereby further amended by deleting its text following its heading and by substituting the following: *"The CITY grants to OPUC a leasehold interest in the PREMISES for the TERM commencing June 1, 2019 and expiring May 31, 2021, subject to termination as provided in this LEASE"*.
3. All other terms and conditions of the 2007 Lease shall remain the same and time shall remain of the essence.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of their respective properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this Agreement by their signatures.

**THE CORPORATION OF THE CITY OF
OSHAWA**



Per: Warren Munro, Commissioner,
Development Services

I have the authority to bind the Municipality pursuant to Report DS-19-17 dated January 29, 2019 and as approved by Council Direction dated February 19, 2019.

OSHAWA PUC NETWORKS INC.



Per: Ivano Labricciosa, President and CEO
I have the authority to bind the Corporation

Attachment OEB-1_4

City of Oshawa & OPUC Lease
Agreement - 2021 Extension

Lease Amendment and Extension Agreement

This Agreement is made as at this 1st day of June, 2021

Between:

The Corporation of the City of Oshawa

(the "City")

and

Oshawa PUC Networks Inc.

(the "Tenant")

Whereas:

1. By lease made the 1st day of June, 2007 (the "Lease"), Oshawa PUC Networks Inc. ("OPUC") leased from the City the property municipally known as 100 Simcoe Street South ("Premises") for a term expiring March 31, 2012.
2. On March 19, 2012, City's Council approved OPUC's request for an additional five year term commencing April 1, 2012 and terminating March 31, 2017.
3. On May 19, 2015, City's Council directed staff to provide OPUC with written notice on behalf of the City of the City's intention to terminate OPUC's leasehold occupancy of the Premises, and approved an extension of the Lease from March 31, 2017 to May 31, 2019.
4. On May 31, 2015, City staff provided OPUC with four (4) year's written notice of the City's intent to terminate the OPUC's leasehold occupancy of the Premises.
5. On February 19, 2019, pursuant to Report DS-19-17, City Council approved OPUC's request for a two (2) year extension of the Lease, commencing June 1, 2019 and terminating May 31, 2021.
6. On April 26, 2021, pursuant to Report DS-21-73, City Council approved OPUC's request for an additional two (2) year extension of the Lease, commencing June 1, 2021 and terminating May 31, 2023.

NOW THEREFORE in consideration of the rents, covenants and agreements reserved and contained herein, to be respectively paid, observed and performed on the part of the Tenant, and for other consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Paragraph 1.01(a) of the 2007 Lease, as amended, is hereby further amended by deleting its text and by substituting the following: *"BASE RENT" means, for each year of the TERM, a sum of money equal to Three Hundred Forty-Four Thousand Two Hundred Thirteen Dollars (\$344,213.00) increased by two percent (2%) per year, compounded annually, commencing June 1, 2022 to Three Hundred Fifty-One Thousand Ninety-Eight Dollars (\$351,098.00).*
2. Section 2.01 of the 2007 Lease, as amended, is hereby further amended by deleting its text following its heading and by substituting the following: *"The CITY grants to OPUC a leasehold interest in the PREMISES for the TERM commencing June 1, 2021 and expiring May 31, 2023, subject to termination as provided in this LEASE".*
3. All other terms and conditions of the 2007 Lease, as amended, shall remain the same and time shall remain of the essence.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of their respective properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this Agreement by their signatures.

The Corporation of the City of Oshawa



Per: Warren Munro, Commissioner,
Development Services

I have the authority to bind the Municipality pursuant to Report DS-21-73 dated April 7, 2021 and as approved by Council Direction dated April 26, 2021.

Oshawa PUC Networks Inc.



Per: Ivano Labricciosa, President and CEO

I have the authority to bind the Corporation

Attachment OEB-1_5

City of Oshawa & OPUC Lease
Agreement - 2023 Extension

Lease Amendment and Extension Agreement

This Agreement made as at this 1st day of ~~May~~ June, 2023

BETWEEN:

The Corporation of the City of Oshawa

(the "City")

and

Oshawa PUC Networks Inc.

(the "Tenant" or "OPUC")

Whereas:

1. By lease made the 1st day of June, 2007 (the "Lease"), Oshawa PUC Networks Inc. ("OPUC") leased from the City the property municipally known as 100 Simcoe Street South ("Premises") for a term expiring March 31, 2012.
2. On March 19, 2012, City's Council approved OPUC's request for an additional five year term commencing April 1, 2012 and terminating March 31, 2017.
3. On May 19, 2015, City's Council directed staff to provide OPUC with written notice on behalf of the City of the City's intention to terminate OPUC's leasehold occupancy of the Premises, and approved an extension of the Lease from March 31, 2017 to May 31, 2019.
4. On May 31, 2015, City staff provided OPUC with four (4) year's written notice of the City's intent to terminate the OPUC's leasehold occupancy of the Premises.
5. On February 19, 2019, pursuant to Report DS-19-17, City Council approved OPUC's request for a two (2) year extension of the Lease, commencing June 1, 2019 and terminating May 31, 2021.
6. On April 26, 2021, pursuant to Report DS-21-73, City Council approved OPUC's request for an additional two (2) year extension of the Lease, commencing June 1, 2021 and terminating May 31, 2023.
7. On May 1, 2023, pursuant to Report ED-23-66, City Council approved OPUC's request for a three (3) year and six (6) month extension of the Lease, commencing June 1, 2023 and terminating November 30, 2026.

NOW THEREFORE in consideration of the rents, covenants and agreements reserved and contained herein, to be respectively paid, observed and performed on the part of the Tenant, and for other consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Paragraph 1.01(a) of the Lease, as amended, is hereby further amended by deleting its text and by substituting the following: "*BASE RENT*" means, for each year of the *TERM*, a sum

of money equal to Three Hundred Fifty-One Thousand Ninety-Eight Dollars (\$351,098.00) increased by three percent (3%) per year, compounded annually, commencing June 1, 2025 to Three Hundred Sixty-One Thousand Six Hundred Thirty-One Dollars (\$361,631.00) and again on June 1, 2026 to One Hundred Eighty-Six Thousand Two Hundred Thirty-Nine Dollars (\$186,239.00) for the final six (6) months of the Term."

2. Section 2.01 of the Lease, as amended, is hereby further amended by deleting its text following its heading and by substituting the following: *"The CITY grants to OPUC a leasehold interest in the PREMISES for the TERM commencing June 1, 2023 and expiring November 30, 2026, subject to termination as provided in this LEASE."*
3. Section 3.20 of the Lease, as amended, is hereby further amended by adding the following sentence at the end of the Section: *"OPUC shall address any immediate improvements required to the existing buildings and structures on the LANDS where regulatory non-compliance and/or a risk to health and safety have been identified by the CITY."*
4. Section 3.21 of the Lease, as amended, is hereby further amended by deleting its text following its heading and by substituting the following: *"OPUC shall, within six (6) months of vacating the PREMISES and no later than June 1, 2027, at its own expense, demolish that part of the PREMISES determined by the COMMISSIONER to comprise the distribution building and the metering/storeroom/garage building together with all underground tanks, fuel pumps, and related appurtenances. For this purpose, "demolish" includes removal from the LANDS of the said buildings (including their foundations), tanks, fuel pumps, related appurtenances and debris and restoration of the subject part of the LANDS to a finished grade pursuant to applicable law to the satisfaction of the CITY. OPUC's obligations pursuant to this Section 3.21 shall forever survive the termination of this LEASE."*
5. Section 3.22 of the Lease, as amended, is hereby deleted in its entirety and replaced with the following new section:

"3.22 Penalty for Not Demolishing

Upon execution of this LEASE or on June 1, 2023, whichever occurs first, OPUC is required to provide securities to the CITY in the form of an irrevocable standby Letter of Credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) and the CITY will have the ability, at their sole and unfettered discretion, to fund the cost of demolition if not undertaken by OPUC, and to the satisfaction of the CITY, by June 1, 2027. The Letter of Credit shall state that upon the CITY's presentation of a written statement of OPUC's default, OPUC shall pay the amount demanded by the CITY without inquiring as to the circumstances of the default nor the necessity of the demand. OPUC shall not revoke or amend the Letter of Credit without the CITY's prior written approval. OPUC agrees to fund any funding shortfall in the cost of the demolition in the event the CITY is required to undertake the demolition and the cost exceeds Five Hundred Thousand Dollars (\$500,000.00)."

6. The Lease is further amended by adding a new section 3.23 as follows:

"3.23 Penalty for Not Vacating

Upon expiration of this LEASE on November 30, 2026, OPUC shall vacate the PREMISES. In the event that OPUC is unable to vacate the PREMISES, the CITY shall have the ability, at their sole and unfettered discretion, to deduct Thirty Thousand Dollars (\$30,000.00) from the Letter of Credit as a penalty for not vacating."

7. All other terms and conditions of the Lease, as amended, shall remain the same and time shall remain of the essence.

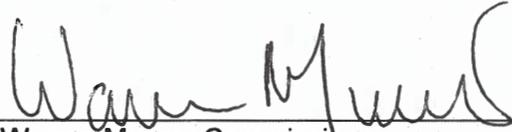
TO WITNESS, the undersigned affixed their corporate seals attested by the hands of their respective properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this Agreement by their signatures.

Approved as to Form and Content:



Planning Services

THE CORPORATION OF THE CITY OF OSHAWA



Per: Warren Munro, Commissioner
Economic and Development Services

Approved as to Form and Content:



Legal Services

I have the authority to bind the City pursuant to Closed Report ED-23-66 dated April 12, 2023 as approved by Council direction dated May 1, 2023.

Date: June 1, 2023

Oshawa PUC Networks Inc.



Per: Susanna Beckstead, CA, CPA,
CFO and CAO



Per: Daniel Arbour, President and CEO

I have the authority to bind the Corporation.

I have authority to bind the Corporation.

Date: May 30, 2023

Date: 29/05/2023

Attachment OEB-1_6

City of Oshawa & OPUC Lease
Agreement - 2000

5568

THIS LEASE made in triplicate as of the 4TH day of December, 2000, in pursuance of the Short Form of Leases Act:

ATUZ

BETWEEN:

THE CORPORATION OF THE CITY OF OSHAWA

as Landlord
(the "CITY")

- and -

OSHAWA PUC NETWORKS INC.

as Tenant
("OPUC")

RECITALS:

1. The CITY is the owner of the PREMISES described herein.
2. OPUC wishes to lease from the CITY and the CITY is willing to lease to OPUC the PREMISES for the TERM and on the terms and conditions herein.

THIS LEASE IS ENTERED in consideration of the rents, covenants and agreements reserved and contained on the part of OPUC, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.00: INTERPRETATION

- 1.01 Definitions:** Wherever a term set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.
- (a) **BASE RENT** means a sum of money equal to Two Hundred Sixty Four Thousand Dollars (\$264,000.00) per year.
 - (b) **CITY** means The Corporation of the City of Oshawa, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the CITY's servants, employees, agents and delegated officials.
 - (c) **COMMISSIONER** means the Commissioner of Corporate Services for the City of Oshawa.
 - (d) **OPUC** means Oshawa PUC Networks Inc. a corporation incorporated pursuant to the laws of the Province of Ontario, with its registered office in Oshawa, Ontario, and the term includes its successors and assigns, and, where the context allows, its directors, officers, employees, servants or agents.
 - (e) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
 - (i) OPUC breaches its covenant to pay RENT. The default occurs whether the CITY has demanded payment or not, if the RENT remains unpaid for a period of ten (10) days after it is due.

- (ii) OPUC breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach, considering its nature) after notice by the CITY to OPUC specifying with reasonable particularity the nature of the breach and requiring it to be remedied.
- (iii) In circumstances where the breach set out in the notice given to OPUC by the CITY pursuant to paragraph (ii) above reasonably requires more time to cure than the time period referred to in the notice, but OPUC has not commenced remedying the breach; or, in the opinion of the CITY, has failed to diligently complete it within a reasonable time.
- (iv) OPUC makes an assignment for the benefit of creditors, or makes an assignment or has a receiving order made against it under the Federal Bankruptcy and Insolvency Act, or becoming bankrupt or insolvent, makes application for relief under the provisions of any statute now or in future in force concerning bankrupt or insolvent debtors, or takes any action whatsoever, legislative or otherwise with a view to the winding-up, dissolution or liquidation of OPUC.
- (v) A valid writ of execution, which has not been appealed or stayed, has been issued against any property of OPUC located in the Regional Municipality of Durham and has remained outstanding for a period in excess of ten (10) days.
- (vi) The PREMISES are vacated by OPUC or become vacant or remain unoccupied by OPUC for a period of thirty (30) consecutive days.
- (vii) A receiver or a receiver and manager is appointed for all or a portion of OPUC's business or of OPUC's leasehold interest pursuant to this LEASE.
- (f) The LANDS are described as Lots 2, 3, 4, 8, 9 and 10, Block G, Plan H50004 and Part of Lot 7, Block G, Plan H50004, as described in instrument no. OS65837, in the City of Oshawa in the Regional Municipality of Durham (PIN: 16353-0168 (LT)) and known municipally as 100 Simcoe Street South, Oshawa, Ontario.
- (g) LEASE means this lease agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time.
- (h) PREMISES includes the LANDS and buildings, structures, and improvements on the LANDS including, without limitation, asphalt parking areas, curbing, drainage, and security fencing.
- (i) PROPERTY TAXES means:
 - (i) all taxes, rates, duties, assessments and other charges that are levied, charged or assessed against or in respect of all improvements, equipment and facilities of OPUC on or in the PREMISES, or the CITY on account of its ownership of or interest in the PREMISES;
 - (ii) every tax and licence fee which is levied, rated, charged or assessed against or in respect of any and every business carried on the PREMISES or in respect of the use or occupancy of the PREMISES by OPUC, or against the CITY on account of its ownership of or interest in the PREMISES, and
 - (iii) all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed

against the PREMISES, regardless of who is responsible for payment, the CITY or OPUC or both, and whether imposed by federal, provincial, municipal (including the CITY), school board, utility commission or other authority, and whether now or in the future in existence.

Without limitation, this includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the CITY or OPUC or anyone else on account or in lieu of PROPERTY TAXES, whether or not they are secured against property, or of a nature similar to those taxes, and whether recurring annually, or at other intervals, or on a special or single instance basis only, in each case whether such taxes, rates, duties, assessments or licence fees are rated, charged or assessed by any federal, provincial, municipal (including the CITY), school or other body with jurisdiction.

- (j) **RENT** means any and all sums due and payable by OPUC pursuant to this LEASE. Without limitation, RENT includes the following amounts:
- (i) the BASE RENT;
 - (ii) all PROPERTY TAXES;
 - (iii) all RENTAL TAXES, to the intent that the full amount and burden of these shall be borne by OPUC and that the full rentals payable under this LEASE shall be received by the CITY fully net and carefree of any RENTAL TAXES; and
 - (iv) all other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by OPUC pursuant to any provision of this LEASE.
- (k) **RENTAL TAXES** means all Goods and Services Taxes, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes, duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to:
- (i) the RENT payable by OPUC to the CITY under this LEASE, or
 - (ii) the PREMISES, or
 - (iii) the area of the PREMISES however calculated, or
 - (iv) the occupancy or leasing of the PREMISES.

and whether by law the responsibility of the CITY or OPUC or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the CITY or OPUC or anyone else on account or in lieu of it, or of a nature similar to it, and whether recurring annually, or at other intervals, or on a special or single instance basis only. RENTAL TAXES shall not include any PROPERTY TAXES.

- (l) **TERM** means the period commencing December 4, 2000 and ending November 30, 2005.

1.02 **Legislation, By-laws:** Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this LEASE, unless otherwise specified, is a reference to a By-law of the CITY, and,

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in every case, includes all applicable amendments to the By-law, including successor by-laws.

- 1.03 **Construing this LEASE:** The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and in no way define, limit or describe the scope or intent of any portion of this LEASE and have no effect on its interpretation. All provisions of this LEASE creating obligations on either the CITY or OPUC shall be deemed to be and shall be construed as covenants. This LEASE shall be read with all changes of gender or number required by the context.
- 1.04 **Differences of Opinion:** All matters of difference arising between the CITY and OPUC in any matter connected with or arising out of this LEASE, whether to interpretation or otherwise, shall be referred to a single arbitrator, if the parties agree upon its identity. Should the parties be unable to agree upon the identity of an arbitrator, then the matter shall be referred to a single arbitrator, to be appointed by a Justice of the Superior Court of Justice. The arbitrator shall conduct the arbitration pursuant to the Arbitration Act, 1991, and every award or determination shall be final and binding on the parties and their successors and assigns, and shall not be subject to appeal. The arbitrator shall be allowed unfettered and unlimited discretion to determine in each and every case the solution which best balances the competing interests of the parties to the arbitration in accordance with this LEASE, and shall not be bound by any legal precedent in such determination. The arbitrator shall not be bound by the provisions of the Arbitration Act, 1991 in respect of fees. The arbitrator shall be entitled to award all or part of the arbitrator's fees against any party in accordance with the principles which govern an award of costs against a non-successful party in a contested matter before the Superior Court of Justice. In the absence of such an award by the arbitrator, the arbitrator's costs shall be borne equally by both parties, without regard to their involvement in the arbitration.

ARTICLE 2.00: DEMISE, TERM AND RENTAL

- 2.01 **Demise:** The CITY grants to OPUC a leasehold interest in the PREMISES for the TERM, subject to termination as provided in this LEASE.
- 2.02 **Payment of RENT:** OPUC shall pay to the CITY RENT as follows:
- (a) the BASE RENT, calculated at a monthly amount, shall be paid on the first day of each month during the TERM;
 - (b) the PROPERTY TAXES and RENTAL TAXES shall be paid when due; and
 - (c) all other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by OPUC pursuant to any provision of this LEASE, shall be paid upon OPUC's receipt of invoice or demand therefor.
- 2.03 **Net Lease:** OPUC acknowledges that this LEASE is intended to be net and carefree to the CITY. OPUC agrees to pay or cause to be paid all rates, taxes, fees, levies, development charges, and assessments, of whatsoever description, that may at any time be lawfully imposed, and become due and payable, upon, or in respect of the PREMISES, or any part of the PREMISES. Without limitation, OPUC shall pay or cause to be paid all utility charges, including fuel for heating, hydro, water, hot water, sewage disposal and garbage removal.
- 2.04 **No Assignment:** OPUC acknowledges that it has no right to assign this LEASE without the CITY's prior written consent. This consent may be unreasonably withheld.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

- 3.01 Covenant to pay RENT:** OPUC agrees to pay the RENT at the times and in the manners prescribed in this LEASE, without any abatement or deduction.
- 3.02 Interest on overdue RENT:** Without waiving any right of action of the CITY in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that OPUC is delinquent in payment of any RENT (or portion thereof) by thirty (30) days or more, OPUC agrees to pay interest on arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56 %) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.
- 3.03 Access to PREMISES:** OPUC agrees to provide the CITY with full and free access (for inspection purposes, during normal business hours, and in the presence of OPUC), to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the CITY shall at all times and for all purposes have full and free access to the PREMISES.
- 3.04 Quiet Enjoyment:** Subject to the provisions of this LEASE, the CITY agrees that OPUC shall have quiet possession of the PREMISES.
- 3.05 Maintenance/Refuse Handling:** OPUC agrees to regularly maintain the PREMISES in good condition and shall keep the PREMISES free of debris and neat and tidy at all times, all to the satisfaction of the CITY. OPUC further agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with its business, all to the satisfaction of the CITY
- 3.06 No Damage:** OPUC agrees that it shall not do, suffer nor permit to be done any act or thing which may impair, damage or injure the PREMISES beyond the damage occasioned by reasonable use. OPUC further agrees that it shall, at its cost and expense, repair and renew in a good, sufficient and workmanlike manner, all portions of the PREMISES which may at any time be damaged by OPUC (ordinary wear and tear only excepted). In the event of the failure on the part of OPUC to repair and/or renew pursuant to this section, OPUC shall indemnify and save harmless the CITY from all damages, costs and expenses suffered or incurred by the CITY, the public, or any other third parties by reason of the impairment, damage or injury to the PREMISES to the extent that OPUC is liable for the same in law. OPUC agrees to make payment forthwith upon receipt of appropriate accounts for these damages.
- 3.07 No Nuisance:** OPUC agrees that it shall not do, suffer or permit to be done any act or thing upon or above the PREMISES which is or would constitute a nuisance to the occupiers of any PREMISES adjoining or in the vicinity of the PREMISES, or to the public generally.
- 3.08 Laws & Rules:** OPUC agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.
- 3.09 Fire Prevention:** OPUC agrees to take all precautions to prevent fire from occurring in or about the PREMISES. OPUC further agrees to observe and comply with all instructions given from time to time by the COMMISSIONER with respect to prevention and extinguishing of fires.
- 3.10 Signs:** OPUC agrees that it shall not construct, erect, place or install (outdoors) on or at the PREMISES, any poster, advertising sign or display, electrical or

otherwise, without first obtaining the consent, in writing, of the CITY. This consent will not be unreasonably withheld or unduly delayed.

- 3.11 **Liability Insurance:** OPUC agrees to place and at all times maintain public liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the operations of OPUC under this LEASE, or of any of the acts or omissions of OPUC. This insurance shall be with a company or companies acceptable to the CITY and all policies for this insurance shall be in an amount and in a form satisfactory to the CITY. The CITY shall be named as co-insured on any such policy. Every policy shall contain a provision that thirty (30) days' written notice of cancellation shall be given to the CITY.
- 3.12 **Fire Insurance:** OPUC shall place and at all times maintain insurance against fire with respect to the PREMISES and any renewals and all policies for such insurance shall be in an amount and in a form satisfactory to the CITY. The CITY shall be named as co-insured on any such policy. Every policy shall contain a provision that thirty (30) days' written notice of cancellation shall be given to the CITY.
- 3.13 **Insurance Documents:** OPUC agrees, upon request, to provide to the CITY any one or more of the following documents:
- (a) the policy or policies, described in Sections 3.11 and 3.12,
 - (b) a Certificate of Insurance or an affidavit from its insurance company confirming that proper insurance coverage is in place; and
 - (c) any renewals of the above-listed documents.
- 3.14 **Coverage to be maintained:** OPUC agrees that it shall not do, nor omit to do, nor suffer anything to be done or omitted to be done on the PREMISES which will in any way impair or invalidate the policy or policies provided pursuant to Sections 3.11 and 3.12.
- 3.15 **Use:** OPUC agrees that it shall not use, exercise or carry on, or permit or allow to be used, exercised or carried on, upon or in the PREMISES, any noxious, noisy or offensive trade, business, occupation or calling.
- 3.16 **No Claims:** OPUC shall not have any claim or demand against the CITY for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the PREMISES or to any person or property, including any buildings, structures, erections, equipment, material, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the PREMISES, unless the damage or injury is due to the gross negligence of the CITY (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).
- 3.17 **Indemnification:** OPUC agrees that it shall at all times indemnify and save harmless the CITY from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the existence of this LEASE or any action taken or things done or maintained by virtue of this LEASE, or the exercise in any manner of rights arising pursuant to this LEASE (excepting claims for damage resulting from the gross negligence of any officer, servant or agent of the CITY while acting within the scope of his or her duties or employment).
- 3.18 **Condition of PREMISES:** OPUC accepts the PREMISES in an "as is" condition.

- 3.19 **Improvements:** Any improvements that OPUC may wish to make to the PREMISES during the TERM shall be subject to the CITY's prior written approval. Any such approved improvements shall be undertaken and completed at OPUC's sole risk, cost and expense and to the CITY's satisfaction.

ARTICLE 4.00: TERMINATION

- 4.01 **Surrender:** At the termination of the TERM of this LEASE, OPUC shall peaceably surrender and yield to the CITY the PREMISES in a well maintained, fully operating condition and in a good state of repair (reasonable wear and tear excepted).
- 4.02 **Early termination for Default:** Upon the occurrence of an EVENT OF DEFAULT, the current month's RENT together with the RENT for the three months next ensuing shall immediately become due and payable. In addition, at the option of the CITY, the TERM shall become forfeited and void, and the CITY may, without notice or any form of legal process whatsoever, forthwith re-enter upon the PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 4.01 shall apply.
- 4.03 **CITY's Performance:** Nothing in this LEASE shall operate to prevent the CITY, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing OPUC's obligations. This work shall be completed at the sole cost and expense of OPUC, and in addition, the CITY may levy any charge as may then be applicable, in accordance with the policies of the CITY for administration and overhead. It is expressly understood and agreed that the CITY is not under any obligation to perform any of OPUC's covenants.
- 4.04 **Other Remedies:** Forfeiture of this LEASE by OPUC shall be wholly without prejudice to the right of the CITY to recover arrears of RENT or damages for any antecedent breach of covenant on the part of OPUC. Notwithstanding any forfeiture, the CITY may subsequently recover from OPUC, damages for loss of RENT suffered by reason of the LEASE having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

ARTICLE 5.00: MISCELLANEOUS

- 5.01 **Notice:** Any notice to be given under this LEASE shall be sufficiently given if delivered or if sent by prepaid first class mail and addressed to OPUC at:

OSHAWA PUC NETWORKS INC.
100 Simcoe Street South
Oshawa, ON
L1H 7M7

and to the CITY at:

THE CORPORATION OF THE CITY OF OSHAWA
Attention: City Clerk
50 Centre Street South
Oshawa, ON
L1H 3Z7

Receipt of notice shall be deemed on the date of delivery or five (5) days following the date of mailing of the notice, whichever is applicable. Either party

may change its address for notice by giving notice of change of address pursuant to this section.

- 5.02 Force Majeure/Time:** Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.
- 5.03 Successors:** The rights and liabilities of the parties shall enure to the benefit of and be binding upon the parties and their respective successors and approved assigns.
- 5.04 Entire Agreement:** This LEASE contains the entire agreement between the parties in respect of the PREMISES and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any previous lease, letter, letter of intent, or other contractual arrangement between the parties related to the PREMISES in existence at the time of execution and delivery of this LEASE.
- 5.05 Partial Invalidity:** If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the CITY and OPUC agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.
- 5.06 Relationship of Parties:** Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venturer, agent or trustee of the other.
- 5.07 Waivers:** No supplement, amendment or waiver of or under this LEASE shall be binding unless executed in writing by the party to be bound thereby and no waiver by a party of any provision of this LEASE shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.
- 5.08 Governing Law:** This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

5.09 **Freedom of Information:** OPUC acknowledges that this LEASE is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this LEASE by their signatures.

THE CORPORATION OF THE CITY OF OSHAWA



Mayor

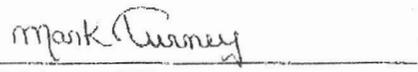


Clerk

OSHAWA PUC NETWORKS INC.



Name: Luc Perron
Title: Chief Financial Officer



Name: Mark Turney
Title: Chief Operating Officer

Attachment OEB-1_7

Industrial and Office
Comparisons for Durham -
October 2024



Office Lease Comps | Durham Region | 2,000 -20,000 SF | Past 5 Years

	Address	City	Size (SF)	Net Rent	Additional Rent	Gross Rent	Date Leased
1	419 King St W 605	Oshawa	2,459	\$ 14.50	\$ 14.48	\$ 28.98	1/9/2020
2	501 Clements Rd 9-11	Ajax	4,245	\$ 12.00	\$ 8.25	\$ 20.25	1/17/2020
3	310 Simcoe St 100A	Oshawa	2,543	\$ 8.50	\$ 9.00	\$ 17.50	1/17/2020
4	308 Dundas St W Main	Whitby	3,380	\$ 14.50	\$ 9.00	\$ 23.50	1/27/2020
5	1818 Dundas Street E, Suite 2	Whitby	3,646	\$ 10.00	\$ 5.50	\$ 15.50	2/3/2020
6	5 Carlow Court, Suite 1	Whitby	4,000	\$ 9.75	\$ 7.00	\$ 16.75	2/12/2020
7	179 King Street E	Oshawa	2,055	\$ 14.00	\$ 9.33	\$ 23.33	2/14/2020
8	419 King St W 302	Oshawa	8,583	\$ 14.00	\$ 14.18	\$ 28.18	12/17/2021
9	1340 Pickering Pkwy, Suite 500	Pickering	18,110	\$ 20.00	\$ 11.57	\$ 31.57	03/07/2022
10	100 Westney Rd S, Suite 100	Ajax	7,777	\$ 14.00	\$ 10.00	\$ 24.00	03/09/2022
11	720 Elderberry Dr 1 & 5	Oshawa	5,418	\$ 16.00	\$ 8.00	\$ 24.00	3/22/2022
12	850 Champlain Ave 200A	Oshawa	2,707	\$ 14.75	\$ 9.49	\$ 24.24	6/1/2022
13	1600 Champlain Ave, Suite 300	Whitby	12,910	\$ 13.00	\$ 13.00	\$ 26.00	06/08/2022
14	1755-1805 Pickering Pkwy, Suite A1	Pickering	8,147	\$ 20.00	\$ 10.00	\$ 30.00	07/26/2022
15	200 Bond Street W, Suite 101	Oshawa	2,091	\$ 16.00	\$ 10.14	\$ 26.14	8/1/2022
16	50 Colborne St E	Oshawa	2,500	N/A	N/A	\$ 16.50	9/27/2022
17	65 Bayly St W, Suite 201	Ajax	6,500	\$ 20.00	\$ 12.96	\$ 32.96	02/10/2023
18	1465 Pickering Pkwy, Suite 101, 200 & 201	Pickering	14,584	\$ 14.20	\$ 13.33	\$ 27.53	02/15/2023
19	419 King St W 115	Oshawa	2,503	\$ 11.00	\$ 10.66	\$ 21.66	3/1/2023
20	419 King St W 102	Oshawa	2,593	\$ 14.50	\$ 10.66	\$ 25.16	7/5/2023
21	4 Woodrow Crt, Suite 3rd & 4th	Whitby	13,500	\$ 27.95	\$ 28.34	\$ 56.29	07/14/2023
22	481 Taunton Road W, Suite 300	Oshawa	8,631	\$ 25.75	\$ 14.50	\$ 40.25	8/28/2023
23	1340 Pickering Pkwy, Suite 400	Pickering	18,110	\$ 21.50	\$ 15.60	\$ 37.10	09/11/2023
24	1 Rossland Rd W 209/210	Ajax	2,156	\$ 17.85	\$ 16.75	\$ 34.60	9/13/2023
25	1155 Wentworth Street	Whitby	11,570	\$ 14.25	\$ 6.90	\$ 21.15	9/28/2023
26	65 Bayly St W, Suite 301	Ajax	7,945	\$ 15.00	\$ 10.00	\$ 25.00	10/03/2023
27	360 Bayly St W 4&5	Ajax	4,928	\$ 15.50	\$ 7.50	\$ 23.00	10/20/2023
28	1101 Kingston Rd, Suite 370	Pickering	5,886	\$ 11.00	\$ 10.00	\$ 21.00	11/14/2023
29	72 Balwin Street, Suite 102	Whitby	3,912	\$ 14.00	\$ 12.00	\$ 26.00	12/19/2023
30	940 Brock Road S, Suite 6	Pickering	3,000	\$ 13.00	\$ 3.85	\$ 16.85	12/20/2023
31	209 Dundas Street E, Suite 5	Whitby	2,990	\$ 13.50	\$ 11.50	\$ 25.00	1/11/2024
32	230 Westney Road S, Suite 201	Ajax	2,195	\$ 19.50	\$ 15.78	\$ 35.28	1/23/2024
33	142 Sincoe Street North	Oshawa	2,874	\$ 16.00	\$ 9.93	\$ 25.93	1/29/2024
34	1707 Thorton Road North, Suite 200	Oshawa	5,000	\$ 23.94	\$ 7.20	\$ 31.14	2/8/2024
35	271 Mackenzie Avenue, Suite 350	Ajax	9,000	\$ 15.50	\$ 4.78	\$ 20.28	4/25/2024
36	1815 Ironstone Manr, Suite 10	Pickering	5,007	\$ 13.95	\$ 9.97	\$ 23.92	6/7/2024
37	4 Woodrow Crt, Suite 200	Whitby	9,000	\$ 27.25	\$ 27.64	\$ 54.89	6/18/2024
38	1845 Sandstone Manr, Suite 10	Pickering	2,385	\$ 16.00	\$ 6.21	\$ 22.21	9/17/2024
39	1400 Bayly Street, Suite 13A	Pickering	2,057	\$ 15.00	\$ 8.33	\$ 23.33	10/8/2024
40	850 Champlain Avenue, Suite 2	Oshawa	10,000	\$ 15.65	\$ 10.00	\$ 25.65	10/16/2024
41	1032 Brock Street S, Suite 200B	Whitby	3,102	\$ 16.50	\$ 10.96	\$ 27.46	10/21/2024
AVERAGES:			6,098	\$ 15.98	\$ 11.11	\$ 26.83	

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Industrial Lease Comps | 5,000-20,000 SF | Durham Region | Past 5 Years

#	Address	City	Size (SF)	Clear Height	Shipping	Net Rent	Additional Rent	Gross Rent	Date Leased
1	240 Simpson Ave S, D	Clarington	6,000	14'	1 TL 1 DI	\$ 4.60	\$ 4.00	\$ 8.60	11/18/2020
2	240 Simpson Ave S, E	Clarington	6,426	14'	14 TL 1 DI	\$ 6.00	\$ 4.00	\$ 10.00	11/18/2020
3	963-979 Brock Rd, 1-5	Pickering	17,773	16'	2 TL 1 DI	\$ 8.55	\$ 5.15	\$ 13.70	11/16/2020
4	105 Green Court	Ajax	18,529	18'	1 DI	\$ 6.00	\$ 3.00	\$ 9.00	01/22/2021
5	1738 Orangebrook Court, 13-15	Pickering	13,849	18'	3 TL	\$ 7.95	\$ 4.25	\$ 12.20	01/29/2021
6	845 Farewell St, 2	Oshawa	17,800	14' 5"	3 TL	\$ 6.50	\$ 3.75	\$ 10.25	02/10/2021
7	901 Dillingham Rd, B	Pickering	10,219	16'	1 DI	\$ 10.15	\$ 4.25	\$ 14.40	04/15/2021
8	1410 Bayly St, 17	Pickering	10,678	18'	2 TL 1 DI	\$ 10.00	\$ 4.24	\$ 14.24	08/04/2021
9	850 Brock Rd, 4	Pickering	11,870	17' 6"	1 TL 1 DI	\$ 10.75	\$ 4.86	\$ 15.61	10/04/2021
10	901 Dillingham Rd, A	Pickering	18,612	16'	2 TL	\$ 8.00	\$ 4.00	\$ 12.00	11/27/2021
11	1155 Boundary Rd, 8 & 9	Oshawa	13,649	28'	4 TL 2 DI	\$ 12.00	\$ 4.53	\$ 16.53	02/28/2022
12	1279 Simcoe St N	Oshawa	7,700	18'	7 DI	\$ 1.95	\$ 3.00	\$ 4.95	04/01/2022
13	1111 Burns St E, 3	Whitby	10,174	19'	2 TL 1 DI	\$ 13.00	\$ 4.55	\$ 17.55	04/12/2022
14	1155 Boundary Rd, 4	Oshawa	13,649	28'	2 TL 1 DI	\$ 12.00	\$ 4.53	\$ 16.53	04/12/2022
15	201 Bayly St	Ajax	17,900	12'-18'	6 DI	\$ 12.57	\$ 3.00	\$ 15.57	05/30/2022
16	1155 Boundary Rd, 7	Oshawa	13,663	28'	2 TL 1 DI	\$ 12.25	\$ 4.53	\$ 16.78	05/28/2022
17	524 Watson St E	Whitby	10,350	17'	4 DI	\$ 12.75	\$ 5.25	\$ 18.00	06/02/2022
18	984 Farewell St, 1B	Oshawa	11,750	20'	1 TL 4 DI	\$ 13.44	\$ 4.00	\$ 17.44	06/07/2022
19	1155 Boundary Rd, 5	Oshawa	13,778	28'	2 TL 1 DI	\$ 13.25	\$ 4.53	\$ 17.78	08/02/2022
20	600 Thornton Rd S, 3 to 5	Oshawa	12,964	27'	1 TL	\$ 10.50	\$ 5.10	\$ 15.60	08/18/2022
21	105 Green Court	Ajax	18,529	18' 5"	3 TL	\$ 14.00	\$ 3.00	\$ 17.00	10/07/2022
22	8999 Fifth Concession Rd, 4 & 5	Uxbridge	14,849	14'	2 TL 2 DI	\$ 11.36	\$ 4.20	\$ 15.56	05/01/2023
23	954 Dillingham Rd	Pickering	17,612	12' 6"	1 TL 1 DI	\$ 15.00	\$ 2.92	\$ 17.92	06/13/2023
24	817 Brock Rd, 10	Pickering	5,237	18'	2 TL	\$ 15.00	\$ 3.80	\$ 18.80	07/01/2023
25	1155 Boundary Rd, 2	Oshawa	13,785	28'	2 TL 1 DI	\$ 16.00	\$ 5.25	\$ 21.25	08/02/2023
26	1901 Forbes St	Whitby	15,000	22'	3 TL 3 DI	\$ 12.50	\$ 6.79	\$ 19.29	10/02/2023
27	1095 Kingston Rd, 4	Pickering	9,559	24'	1 TL 1 DI	\$ 17.00	\$ 8.90	\$ 25.90	10/23/2023
28	291-292 Clements Rd W	Ajax	12,380	20'6"	1 TL 1 DI	\$ 14.50	\$ 3.85	\$ 18.35	11/07/2023
29	1707 Thornton Rd N, 3	Oshawa	9,760	22'	1 TL 1 DI	\$ 12.00	\$ 7.20	\$ 19.20	11/10/2023
30	845 Farewell St	Oshawa	12,000	16'	3 TL 1 DI	\$ 11.50	\$ 3.86	\$ 15.36	01/02/2024
31	1920 Silicone Dr	Pickering	5,000	20'	2 TL	\$ 13.20	\$ 4.50	\$ 17.70	01/11/2024
32	201 Bayly St	Ajax	14,983	18'	6 DI	\$ 14.95	\$ 4.50	\$ 19.45	02/16/2024
33	1601 Tricont Ave, 2	Whitby	16,339	24'	4 TL 1 DI	\$ 16.25	\$ 3.52	\$ 19.77	04/30/2024
34	1155 Boundary Rd, 7	Oshawa	13,663	28'	2 TL 1 DI	\$ 12.68	\$ 4.53	\$ 17.21	04/25/2024
35	865 Farewell St	Oshawa	9,000	10'10"	3 DI	\$ 12.50	\$ 3.86	\$ 16.36	04/01/2024
36	85 Chambers Dr, 1	Ajax	12,171	16'	2 TL	\$ 16.25	\$ 5.71	\$ 21.96	07/17/2024
37	19 Notion Rd, B-C	Ajax	16,493	16'	3 DI	\$ 17.00	\$ 5.50	\$ 22.50	07/15/2024
38	75 Chambers Dr, 9	Ajax	11,372	16'	2 TL	\$ 16.25	\$ 5.71	\$ 21.96	09/17/2024
AVERAGES:			12,765			\$ 11.85	\$ 4.53	\$ 16.38	

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Attachment OEB-1_8

Industrial and Office
Comparisons for Durham - 2025
Update



Industrial Lease Comps | 5,000-20,000 SF | Durham Region | Past 5 Years

#	Address	City	Size (SF)	Clear Height	Shipping	Net Rent	Additional Rent	Gross Rent	Date Leased
1	240 Simpson Ave S, D	Clarington	6,000	14'	1 TL 1 DI	\$ 4.60	\$ 4.00	\$ 8.60	11/18/2020
2	240 Simpson Ave S, E	Clarington	6,426	14'	14 TL 1 DI	\$ 6.00	\$ 4.00	\$ 10.00	11/18/2020
3	963-979 Brock Rd, 1-5	Pickering	17,773	16'	2 TL 1 DI	\$ 8.55	\$ 5.15	\$ 13.70	11/16/2020
4	105 Green Court	Ajax	18,529	18'	1 DI	\$ 6.00	\$ 3.00	\$ 9.00	01/22/2021
5	1738 Orangebrook Court, 13-15	Pickering	13,849	18'	3 TL	\$ 7.95	\$ 4.25	\$ 12.20	01/29/2021
6	845 Farewell St, 2	Oshawa	17,800	14' 5"	3 TL	\$ 6.50	\$ 3.75	\$ 10.25	02/10/2021
7	901 Dillingham Rd, B	Pickering	10,219	16'	1 DI	\$ 10.15	\$ 4.25	\$ 14.40	04/15/2021
8	1410 Bayly St, 17	Pickering	10,678	18'	2 TL 1 DI	\$ 10.00	\$ 4.24	\$ 14.24	08/04/2021
9	850 Brock Rd, 4	Pickering	11,870	17' 6"	1 TL 1 DI	\$ 10.75	\$ 4.86	\$ 15.61	10/04/2021
10	901 Dillingham Rd, A	Pickering	18,612	16'	2 TL	\$ 8.00	\$ 4.00	\$ 12.00	11/27/2021
11	1155 Boundary Rd, 8 & 9	Oshawa	13,649	28'	4 TL 2 DI	\$ 12.00	\$ 4.53	\$ 16.53	02/28/2022
12	1279 Simcoe St N	Oshawa	7,700	18'	7 DI	\$ 1.95	\$ 3.00	\$ 4.95	04/01/2022
13	1111 Burns St E, 3	Whitby	10,174	19'	2 TL 1 DI	\$ 13.00	\$ 4.55	\$ 17.55	04/12/2022
14	1155 Boundary Rd, 4	Oshawa	13,649	28'	2 TL 1 DI	\$ 12.00	\$ 4.53	\$ 16.53	04/12/2022
15	201 Bayly St	Ajax	17,900	12'-18'	6 DI	\$ 12.57	\$ 3.00	\$ 15.57	05/30/2022
16	1155 Boundary Rd, 7	Oshawa	13,663	28'	2 TL 1 DI	\$ 12.25	\$ 4.53	\$ 16.78	05/28/2022
17	524 Watson St E	Whitby	10,350	17'	4 DI	\$ 12.75	\$ 5.25	\$ 18.00	06/02/2022
18	984 Farewell St, 1B	Oshawa	11,750	20'	1 TL 4 DI	\$ 13.44	\$ 4.00	\$ 17.44	06/07/2022
19	1155 Boundary Rd, 5	Oshawa	13,778	28'	2 TL 1 DI	\$ 13.25	\$ 4.53	\$ 17.78	08/02/2022
20	600 Thornton Rd S, 3 to 5	Oshawa	12,964	27'	1 TL	\$ 10.50	\$ 5.10	\$ 15.60	08/18/2022
21	105 Green Court	Ajax	18,529	18' 5"	3 TL	\$ 14.00	\$ 3.00	\$ 17.00	10/07/2022
22	8999 Fifth Concession Rd, 4 & 5	Uxbridge	14,849	14'	2 TL 2 DI	\$ 11.36	\$ 4.20	\$ 15.56	05/01/2023
23	954 Dillingham Rd	Pickering	17,612	12' 6"	1 TL 1 DI	\$ 15.00	\$ 2.92	\$ 17.92	06/13/2023
24	817 Brock Rd, 10	Pickering	5,237	18'	2 TL	\$ 15.00	\$ 3.80	\$ 18.80	07/01/2023
25	1155 Boundary Rd, 2	Oshawa	13,785	28'	2 TL 1 DI	\$ 16.00	\$ 5.25	\$ 21.25	08/02/2023
26	1901 Forbes St	Whitby	15,000	22'	3 TL 3 DI	\$ 12.50	\$ 6.79	\$ 19.29	10/02/2023
27	1095 Kingston Rd, 4	Pickering	9,559	24'	1 TL 1 DI	\$ 17.00	\$ 8.90	\$ 25.90	10/23/2023
28	291-292 Clements Rd W	Ajax	12,380	20'6"	1 TL 1 DI	\$ 14.50	\$ 3.85	\$ 18.35	11/07/2023
29	1707 Thornton Rd N, 3	Oshawa	9,760	22'	1 TL 1 DI	\$ 12.00	\$ 7.20	\$ 19.20	11/10/2023
30	845 Farewell St	Oshawa	12,000	16'	3 TL 1 DI	\$ 11.50	\$ 3.86	\$ 15.36	01/02/2024
31	1920 Silicone Dr	Pickering	5,000	20'	2 TL	\$ 13.20	\$ 4.50	\$ 17.70	01/11/2024
32	201 Bayly St	Ajax	14,983	18'	6 DI	\$ 14.95	\$ 4.50	\$ 19.45	02/16/2024
33	1601 Tricont Ave, 2	Whitby	16,339	24'	4 TL 1 DI	\$ 16.25	\$ 3.52	\$ 19.77	04/30/2024
34	1155 Boundary Rd, 7	Oshawa	13,663	28'	2 TL 1 DI	\$ 12.68	\$ 4.53	\$ 17.21	04/25/2024
35	865 Farewell St	Oshawa	9,000	10'10"	3 DI	\$ 12.50	\$ 3.86	\$ 16.36	04/01/2024
36	85 Chambers Dr, 1	Ajax	12,171	16'	2 TL	\$ 16.25	\$ 5.71	\$ 21.96	07/17/2024
37	19 Notion Rd, B-C	Ajax	16,493	16'	3 DI	\$ 17.00	\$ 5.50	\$ 22.50	07/15/2024
38	75 Chambers Dr, 9	Ajax	11,372	16'	2 TL	\$ 16.25	\$ 5.71	\$ 21.96	09/17/2024
39	901 Dillingham Rd, A	Pickering	18,612	16'	2 TL	\$ 17.00	\$ 4.95	\$ 21.95	11/12/2024
40	600 Thornton Rd S, 3 to 5	Oshawa	10,289	27'	1 TL	\$ 12.63	\$ 5.10	\$ 17.73	01/24/2025
41	85 Chambers Dr	Ajax	11,366	16'	10 TL	\$ 16.50	\$ 5.71	\$ 22.21	02/10/2025
42	240 Simpson Ave S, F&E1	Clarington	15,500	12'	0 TL 8 DI	\$ 9.50	\$ 5.00	\$ 14.50	04/02/2025
43	761-767 McKay Rd, 4-6	Pickering	12,271	16'	2 TL 1 DI	\$ 15.75	\$ 6.77	\$ 22.52	04/07/2025
44	900 Hopkins St, 5/6 & 7/8	Whitby	11,893	14'	1 TL	\$ 11.50	\$ 4.50	\$ 16.00	05/01/2025
45	1738 Orangebrook Court, 10-12	Pickering	13,506	19'	3 TL	\$ 15.00	\$ 5.00	\$ 20.00	05/06/2025
46	22 Anderson Blvd	Uxbridge	12,000	26'	1 DI	\$ 15.00	\$ 5.21	\$ 20.21	05/29/2025
47	524 Watson St E	Whitby	10,350	17'	4 DI	\$ 10.98	\$ 5.25	\$ 16.23	07/24/2025
48	1440 Victoria St E, B3	Whitby	8,593	28'	2 TL 1 DI	\$ 20.50	\$ 4.50	\$ 25.00	08/01/2025
49	817 Brock Rd, 1	Pickering	16,225	17' 17"	2 TL	\$ 13.50	\$ 3.89	\$ 17.39	09/04/2025
50	953 Dillingham Rd	Pickering	19,832	18'	3 TL 1 DI	\$ 12.50	\$ 5.00	\$ 17.50	09/04/2025
51	1060 Salk Rd, 2-4	Pickering	6,865	18' 1"	3 TL	\$ 15.00	\$ 4.89	\$ 19.89	07/15/2025
AVERAGES:			12,792			\$ 12.46	\$ 4.66	\$ 17.13	

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Office Lease Comps | Durham Region | 2,000 -20,000 SF | Past 5 Years

	Address	City	Size (SF)	Net Rent	Additional Rent	Gross Rent	Date Leased
1	419 King St W 605	Oshawa	2,459	\$ 14.50	\$ 14.48	\$ 28.98	1/9/2020
2	501 Clements Rd 9-11	Ajax	4,245	\$ 12.00	\$ 8.25	\$ 20.25	1/17/2020
3	310 Simcoe St 100A	Oshawa	2,543	\$ 8.50	\$ 9.00	\$ 17.50	1/17/2020
4	308 Dundas St W Main	Whitby	3,380	\$ 14.50	\$ 9.00	\$ 23.50	1/27/2020
5	1818 Dundas Street E, Suite 2	Whitby	3,646	\$ 10.00	\$ 5.50	\$ 15.50	2/3/2020
6	5 Carlow Court, Suite 1	Whitby	4,000	\$ 9.75	\$ 7.00	\$ 16.75	2/12/2020
7	179 King Street E	Oshawa	2,055	\$ 14.00	\$ 9.33	\$ 23.33	2/14/2020
8	419 King St W 302	Oshawa	8,583	\$ 14.00	\$ 14.18	\$ 28.18	12/17/2021
9	1340 Pickering Pkwy, Suite 500	Pickering	18,110	\$ 20.00	\$ 11.57	\$ 31.57	03/07/2022
10	100 Westney Rd S, Suite 100	Ajax	7,777	\$ 14.00	\$ 10.00	\$ 24.00	03/09/2022
11	720 Elderberry Dr 1 & 5	Oshawa	5,418	\$ 16.00	\$ 8.00	\$ 24.00	3/22/2022
12	850 Champlain Ave 200A	Oshawa	2,707	\$ 14.75	\$ 9.49	\$ 24.24	6/1/2022
13	1600 Champlain Ave, Suite 300	Whitby	12,910	\$ 13.00	\$ 13.00	\$ 26.00	06/08/2022
14	1755-1805 Pickering Pkwy, Suite A1	Pickering	8,147	\$ 20.00	\$ 10.00	\$ 30.00	07/26/2022
15	200 Bond Street W, Suite 101	Oshawa	2,091	\$ 16.00	\$ 10.14	\$ 26.14	8/1/2022
16	50 Colborne St E	Oshawa	2,500	N/A	N/A	\$ 16.50	9/27/2022
17	65 Bayly St W, Suite 201	Ajax	6,500	\$ 20.00	\$ 12.96	\$ 32.96	02/10/2023
18	1465 Pickering Pkwy, Suite 101, 200 & 201	Pickering	14,584	\$ 14.20	\$ 13.33	\$ 27.53	02/15/2023
19	419 King St W 115	Oshawa	2,503	\$ 11.00	\$ 10.66	\$ 21.66	3/1/2023
20	419 King St W 102	Oshawa	2,593	\$ 14.50	\$ 10.66	\$ 25.16	7/5/2023
21	4 Woodrow Crt, Suite 3rd & 4th	Whitby	13,500	\$ 27.95	\$ 28.34	\$ 56.29	07/14/2023
22	481 Taunton Road W, Suite 300	Oshawa	8,631	\$ 25.75	\$ 14.50	\$ 40.25	8/28/2023
23	1340 Pickering Pkwy, Suite 400	Pickering	18,110	\$ 21.50	\$ 15.60	\$ 37.10	09/11/2023
24	1 Rossland Rd W 209/210	Ajax	2,156	\$ 17.85	\$ 16.75	\$ 34.60	9/13/2023
25	1155 Wentworth Street	Whitby	11,570	\$ 14.25	\$ 6.90	\$ 21.15	9/28/2023
26	65 Bayly St W, Suite 301	Ajax	7,945	\$ 15.00	\$ 10.00	\$ 25.00	10/03/2023
27	360 Bayly St W 4&5	Ajax	4,928	\$ 15.50	\$ 7.50	\$ 23.00	10/20/2023
28	1101 Kingston Rd, Suite 370	Pickering	5,886	\$ 11.00	\$ 10.00	\$ 21.00	11/14/2023
29	72 Baldwin Street, Suite 102	Whitby	3,912	\$ 14.00	\$ 12.00	\$ 26.00	12/19/2023
30	940 Brock Road S, Suite 6	Pickering	3,000	\$ 13.00	\$ 3.85	\$ 16.85	12/20/2023
31	209 Dundas Street E, Suite 5	Whitby	2,990	\$ 13.50	\$ 11.50	\$ 25.00	1/11/2024
32	230 Westney Road S, Suite 201	Ajax	2,195	\$ 19.50	\$ 15.78	\$ 35.28	1/23/2024
33	142 Sincoe Street North	Oshawa	2,874	\$ 16.00	\$ 9.93	\$ 25.93	1/29/2024
34	1707 Thorton Road North, Suite 200	Oshawa	5,000	\$ 23.94	\$ 7.20	\$ 31.14	2/8/2024
35	271 Mackenzie Avenue, Suite 350	Ajax	9,000	\$ 15.50	\$ 4.78	\$ 20.28	4/25/2024
36	1815 Ironstone Manr, Suite 10	Pickering	5,007	\$ 13.95	\$ 9.97	\$ 23.92	6/7/2024
37	4 Woodrow Crt, Suite 200	Whitby	9,000	\$ 27.25	\$ 27.64	\$ 54.89	6/18/2024
38	1845 Sandstone Manr, Suite 10	Pickering	2,385	\$ 16.00	\$ 6.21	\$ 22.21	9/17/2024
39	1400 Bayly Street, Suite 13A	Pickering	2,057	\$ 15.00	\$ 8.33	\$ 23.33	10/8/2024
40	850 Champlain Avenue, Suite 2	Oshawa	10,000	\$ 15.65	\$ 10.00	\$ 25.65	10/16/2024
41	1032 Brock Street S, Suite 200B	Whitby	3,102	\$ 16.50	\$ 10.96	\$ 27.46	10/21/2024
42	1600 Stellar Drive, Suite G3A	Whitby	3,154	\$ 16.00	\$ 11.10	\$ 27.10	11/19/2024
43	5 Carlow Court, Suite 200	Whitby	3,000	\$ 12.50	\$ 9.00	\$ 21.50	11/25/2024
44	5 Carlow Court	Whitby	7,000	\$ 12.50	\$ 9.00	\$ 21.50	11/25/2024
45	5 Carlow Court, Suite 100	Whitby	4,000	\$ 12.50	\$ 9.00	\$ 21.50	11/25/2024
46	187 King Street E, Suite 201	Oshawa	2,432	\$ 13.00	\$ 8.00	\$ 21.00	12/12/2024
47	65 Bayly Street W, Suite 101	Ajax	2,639	\$ 15.00	\$ 9.79	\$ 24.79	12/27/2024
48	67 Thornton Road South	Oshawa	4,223	\$ 17.00	\$ 11.93	\$ 28.93	1/7/2025
49	172 King Street E, Suite 200	Oshawa	2,805	\$ 10.00	\$ 8.90	\$ 18.90	1/17/2025
50	1465 Pickering Parkway, Suite 300	Pickering	12,188	\$ 15.00	\$ 14.33	\$ 29.33	2/25/2025
51	179 King Street E, Suite 101	Oshawa	2,055	\$ 17.00	\$ 10.25	\$ 27.25	2/26/2025
52	1400 Bayly Street, Suite 11A	Pickering	2,441	\$ 15.00	\$ 7.77	\$ 22.77	3/13/2025
53	72 Baldwin Street, Suite 204	Whitby	3,591	\$ 16.40	\$ 12.00	\$ 28.40	4/24/2025
54	1450 Hopkins Street, Suite 102	Whitby	2,222	\$ 10.95	\$ 6.70	\$ 17.65	7/11/2025
55	274 Mackenzie Avenue	Ajax	10,000	\$ 14.75	\$ 5.00	\$ 19.75	7/17/2025
56	1400 Bayly Street, Suite 23	Pickering	3,993	\$ 16.00	\$ 9.01	\$ 25.01	7/30/2025
57	339 Westney Road South, Suite 201	Ajax	10,242	N/A	N/A	\$ 25.00	9/12/2025
58	1200 Skae Drive	Oshawa	3,000	\$ 13.00	\$ 3.00	\$ 16.00	11/7/2025
AVERAGES:			5,672	\$ 15.46	\$ 10.52	\$ 25.80	

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Attachment OEB-2_1

Quote on Demolition



BRASS INC.
EXPERIENCE THE BRASS STANDARD

QUOTATION # 23-60

Brass Inc.
13251 Marsh Hill Road, Port Perry
ON, L9L 1Z6
(Sales) 905-870-6060
ariewald@brassinc.net

March 16 2023

**Demolition Quote
Bagot St Budget**

Oshawa Power
100 Simcoe St S
Oshawa ON
L1H7M7
905-242-3259

CONFIDENTIAL

mweatherbee@oshawapower.ca

Account Manager	Attention	Terms	Due Date
Adam Riewald	Mike Weatherbee	30 Days	As required
MIN QTY (meters/hour)	Description	Per Meter/hour	Line Total
1.00	<p>Brass Inc. has included to complete the below detailed scope of work in one phase during one mobilization during regular working hours on weekdays.</p> <p>Brass Inc. to confirm with client limits of removal prior to starting work.</p> <p>Brass Inc. to complete demolition of 3 buildings (5 including additions) as indicated on attachments provided along with basement foundation for area highlighted in blue.</p> <p>Brass Inc. to dispose of C/D, metals, brick and concrete related to demolition.</p> <p>Brass inc. to leave the site clean and tidy at the end of the work day.</p> <p>Brass Inc. to demobilize from site.</p> <p>Brass Inc. assumes fee access for bins and equipment during work duration.</p> <p>Brass Inc. to remove foundation related to buildings being demolished including a rough backfill.</p> <p>All work to be completed in accordance with applicable O.H.S.A rules and regulations.</p> <p>ACM removal according to DSS report and disposed of according to regulations. Further investigation required to quantify items. Limited access for investigation during building occupancy.</p>	\$906,000.00	\$906,000.00

Brass Inc. will apply for demolition permits in coordination with building owner.

Brass Inc. will utilize existing fence where available (to remain).

Note that this is for budgetary reasons as project date is TBD.

Exclusions:

Disposal of soil, contaminated soil and soil testing.

Dewatering and waterproofing.

Tree removal

Soil compaction and finish grading

Underground utilities

Unforeseen material including subgrade installation

Asphalt removal

Customer will provide all other necessary services and products to complete the project.

Customer will be responsible for all time delays including all unforeseen issues and damages that may occur.

2% interest will be charged monthly on overdue terms. After 90 days accounts will be placed COD.

UG Plant: To be pre-located

HST #881779326

***** Confidential Pricing**

For emergencies call 905-260-4624 (24/7)

Subtotal	\$906,000.00
Sales Tax	\$117,780.00
Grand Total	\$1,023,780.00