

Document 3

OFFER TO LEASE

Dated at this 20th day of May 2022

BETWEEN

COUNSEIL SCOLAIRE DE DISTRICT CATHOLIQUE DU CENTRE-EST DE L'ONTARIO (the "Landlord") hereby Offers to Lease space to the **CITY OF OTTAWA (the "Tenant")** upon the following terms and conditions:

PREMISES

The Premises shall comprise approximately twenty-three thousand five hundred and twenty-seven (23,527) rentable square feet (the "**Premises**") as further described in **Schedule "A" – Floor Plans**. The Premises shall consist of a new gymnasium facility, as shown on the floor plans as ten thousand one hundred and two (10,102) square feet, and part of a community centre, as shown on the floor plans as thirteen thousand four hundred and twenty four (13,424) square feet, on the lands described as Part 3, Plan 4R-33420 and the establishment of part of a community centre located within the renovated portion of the Deschâtelets building, located at 205 Scholastic Drive, Ottawa, Ontario (the "**Buildings**") as further described in the **Addendum**.

Based on the time splits outlined below, and for greater clarity shall be the rentable square footage that the Tenant will pay Additional Rent on, the Tenant's proportionate share of the Gymnasium shall be approximately six thousand four hundred and sixty-six (6,466) rentable square feet (the "**Gymnasium**") and the Tenant's proportionate share of the Community Centre shall be approximately thirteen thousand four hundred and twenty-four (13,424) rentable square feet (the "**Community Centre**").

USE

The Premises shall be used by the Tenant for the purposes of gymnasium and community centre uses and all legally permitted uses under the zoning by-law. The Landlord warrants that such gymnasium and community centre uses are permitted under the current applicable zoning by-laws.

TIME SPLITS

Based on a typical calendar year, the Tenant shall have access to the Gymnasium approximately sixty-four (64%) percent of the time and the Landlord shall have access to the Gymnasium approximately thirty-six (36%) percent of the time as further described in **Schedule “B” – Time Splits**. It is understood and agreed that the Gymnasium will be a shared-use facility between the Tenant and the Landlord, with the exception of storage room C204A as shown in Schedule “A” – Floor Plans, totaling two hundred and forty-nine (249) square feet, which shall be exclusive to and solely for Tenant’s use. The Landlord will be allotted exclusive programming access during normal school days and hours (including professional development days), Monday – Friday between 7:00 am and 4:30 pm, except during school holiday periods. For further clarity, the Tenant will have full access during March Break, Christmas holidays and summer months when school is not in session. The Tenant will retain full operational control (management, cleaning, minor repair and maintenance) of the Gymnasium and retain exclusive programming access. The typical Buildings hours will be from 7:00 am – 10:00 pm, seven (7) days a week. The Tenant’s typical use hours of the Gymnasium will be from 4:30 pm to 10:00 pm, Monday-Friday and 7:00 am to 10:00 pm on Weekends (Saturdays and Sundays). The Landlord’s typical use hours of the Gymnasium will be from 7:00 am to 4:30 pm, Monday-Friday.

The Landlord will reserve forty-four (44) hours (representing five and half (5.5) hours for eight (8) evenings per year), in advance and in conjunction with the Tenant’s scheduling timelines, for occasional evening or weekend requirements for use of the Gymnasium for school purposes, included in the Time Splits presented above. To ensure availability, the Landlord shall secure the use of the Gymnasium, pursuant to the reserved forty-four (44) hours, by the end of May of each year.

The Tenant shall have exclusive use of the Community Centre and will have the sole responsibility and discretion for the operation and programming of the Community Centre.

At any time, Tenant and Landlord have the ability to change the Time Splits depending on their respective needs, to be discussed and agreed upon between Tenant and Landlord, both acting reasonably.

COMMENCEMENT DATE

The commencement date (the “**Commencement Date**”) of the Term shall be the earlier of a) the completion of the Tenant’s leasehold improvements and fixtures, b) the opening for business by the Tenant in the Premises, or c) the expiration of the fixturing period as hereinafter defined below. It is anticipated that the Commencement Date shall be Fall 2023 (subject to the Construction Agreement).

FIXTURING PERIOD

The fixturing period shall commence upon the issuance of the occupancy permit or earlier time as permitted. The Tenant shall have six (6) months from such date to the Commencement Date for the purposes of fixturing the Premises including installation of Tenant’s leasehold improvements, furniture, fixtures, cabling, etc. (the “**Fixturing Period**”). During the Fixturing Period, the Tenant shall not be responsible for the payment of Additional Rent (as defined herein) but shall be responsible for the payment of utilities consumed in the Premises during the Fixturing Period.

LEASE TERM

Subject to Ministry of Education approval, the Lease Term shall be the greater of; a minimum of thirty-five (35) years; or the estimated market rent over a period of time in which the present value of the estimated market rent is equivalent to the Prepaid Base Rent (the “**Lease Term**”). The Landlord and Tenant will each obtain an independent market rent appraisal, from an accredited appraiser, and according to a mutually agreed upon terms of reference, both parties acting reasonably, to determine a stabilized base market rent and escalation provision in order to determine a reasonable term attributable to the Prepaid Base Rent.

PREPAID BASE RENT

Prepaid Base Rent in the amount of nine million (\$9,000,000) dollars inclusive of HST (conditional on receiving Council approval of the Project, and all funding for the Project. Council approval is required prior to the Tenant entering into any binding agreement with the Landlord) representing the Tenant’s proportionate cost to construct the Gymnasium and the Tenant’s portion of the overall cost based on the renovations to the Community Centre (the “**Prepaid Base Rent**”) will be paid to the Landlord in installments as established under the Construction Agreement and shall be inclusive of Tenant’s fit-up requirements. The installments are based off of the completion of construction work according to the Construction Agreement as further outlined in **Schedule “D”**. For greater clarity, any stabilization costs charged to the

Tenant shall only be applicable to the renovated portion of the Deschâtelets Building.

ADDITIONAL RENT

The Lease shall be fully net to the Landlord and the Tenant agrees to pay in the form of additional rent, its proportionate share of operating, maintenance, repairs, utilities and the costs of any additional services or special expenses as further outlined below and as more fully described in the Lease (the “**Additional Rent**”).

Operating Costs: The Parties agree that the utilities will be separately metered for the Gymnasium and Community Centre. The separate metres will be installed at the Landlord’s sole cost and expense. The Tenant will pay operating costs directly attributable to the Tenant’s use of the Premises, any operating cost not directly attributable to the Tenant’s use will be proportionally shared based on Time Splits use.

The Tenant will be responsible for minor repairs, maintenance, and custodial management of all the Tenant’s Exclusive Space (as shown in pink in Schedule A – Floor Plans) and the common area space (as shown in green in Schedule A – Floor Plans). The Tenant will maintain the common areas to a typical City Standard for similar spaces in similar buildings and will charge a proportionate share, based on Time Split use, back to the Landlord.

With regards to the Gymnasium, the Landlord will be responsible for the repairs and maintenance of such space and the Tenant will pay its proportionate share based on Time Splits use. The Tenant will be solely responsible of the custodial management of the Gymnasium and shall charge back to the Landlord it’s proportionate share based on Time Splits Use. In the event where the Landlord is charging the Tenant and the Tenant is charging the Landlord for specified costs as outlined herein, the Tenant and Landlord can off-set the costs and pay the difference between the repairs and maintenance costs and the custodial management costs to be determined by both parties acting reasonably.

Life-Cycle Costs: expenses relating to any capital repair or replacement associated with the on-going life-cycle management of the Buildings shall be the responsibility of the Landlord. The Tenant will pay its reasonable, proportionate share of such expenses in the form of Additional Rent as further described in the Lease. The Tenant shall not be responsible for any repair or replacement expenses deemed related to life-cycle costs for the initial thirty-five (35) years of Term.

The Tenant will not be responsible for any additional rent that exceeds the Tenant's operating costs for similar spaces or similar buildings in the City of Ottawa and any amounts charged by the Landlord to the Tenant shall be subject to a right of audit by the Tenant as more fully described in the Lease.

The Landlord and Tenant agree that security services are to be mutually determined, both parties acting reasonably, based on detailed construction drawings and Lease provisions. Security hardware and IT/communications for the Tenant's Exclusive Space are included in the Tenant's FF&E.

On each anniversary of the term, the Landlord will provide a breakdown of the estimated Additional Rent, in accordance with generally accepted building cost categories or categories acceptable to the Tenant, to establish the upcoming calendar year Additional Rent.

MUNICIPAL CAPITAL FACILITY AGREEMENT (MCFA)

The Landlord agrees to enter into a Municipal Capital Facility Agreement (the "MCFA") with the Tenant in order to allow for exemption of property taxes for the Premises. Once the MCFA is in place, the Landlord agrees to reduce Additional Rent accordingly, if applicable because school use is also exempt.

RESPONSIBILITIES OF TENANT AND LANDLORD

The Landlord will assume responsibility to design, build, and will own both the Gymnasium and the Community Centre in accordance with the Tenant's approved design plans and Construction Agreement. The Tenant agrees to pay the Landlord prepaid rent subject to Prepaid Base Rent and Term provisions outlined in this Offer to Lease and to be further outlined in the Lease. The Tenant will be responsible for the direct costs associated with furniture, fixtures, and equipment, which are more fully described as moveable furniture, fixtures or other equipment that have no permanent connection to the structure of the Premises or Buildings including telecommunication lines and cabling (the "FF&E"), required for its operations in the Community Centre. The Tenant and the Landlord shall be responsible for FF&E expenses associated with their respective use of the Gymnasium. Where overlap exists between the FF&E required by each of the parties, a split of those expenses shall be reasonably determined mutually, both parties acting reasonably.

The Tenant shall, at its sole cost, maintain, repair and/or replace all leasehold improvements installed by the Tenant for its exclusive use during the Term of any Lease.

SIGNAGE/BRANDING

The Tenant will retain exclusive rights for facility identification naming, advertisement, sponsorship signage and branding on part of the exterior of the Buildings and interior Exclusive Space and Shared Space. For greater clarity, the Tenant will only retain rights for way-finding signage on the Deschâtelets building and to be included in way-finding signage for the entire site, subject to Landlord approval and appropriate approvals required due to the heritage nature of the existing building, all parties acting reasonably. The cost for signage/branding will be the sole cost and expense of the Tenant.

PARKING

The Tenant shall have exclusive use of twenty (20) parking stalls on the Premises and shall have use of one (1) fully accessible parking stall in accordance with the City of Ottawa's Accessible Design Standard to be shared by Tenant and Landlord acting reasonably (**the "Parking"**). The Parking shall be included in the Prepaid Base Rent, adjusted for realty taxes with no additional recoveries or expenses in the parking facility located in the back of the Buildings as identified in **Schedule "C"**.

RIGHT TO RENEW

The Tenant, if not then in default under the Lease, shall have the Right to Renew the Lease for two (2) further periods of ten (10) years each on the same terms and conditions save as to any further renewals and save as to the rental rate which shall be the then fair market value rate for similar premises in similar areas with no account being taken for leasehold improvements (**the "Right to Renew"**). The rental rate shall be determined by mutual agreement or by arbitration if the parties cannot agree. For the purposes of arbitration, the Landlord and the Tenant shall each appoint a member of The Appraisal Institute of Canada, who together shall appoint a third member of The Appraisal Institute of Canada, and the three arbitrators so appointed shall then complete the arbitration. The Tenant shall notify the Landlord, in writing, of its intention to renew at least twelve (12) months prior to the expiry of the Lease or any renewal thereof, failing which the Right to Renew shall be null and void and of no further effect.

THIRD PARTY USAGE

The Tenant shall have the sole right to allocate space or time slots for the Community Centre including the parking stalls for Third Party Usage on the same terms and conditions as other City owned facilities. The Tenant reserves the right to enter into a Third-Party Usage agreement (separate from this Offer to Lease and

ensuing Lease document) with various interested parties including and not limited to clients, associations, non-profit organizations and any other party deemed fit by the Tenant to use the Community Centre and parking facility (the “Third Party Usage”).

The Tenant shall have the sole right to allocate the twenty (20) parking stalls and space or time slots for the Gymnasium for third party usage for anytime outside of the Landlord’s allotted use, on the same terms and conditions as other City owned facilities.

ZONING

The zoning of the subject Premises is currently GM [2310] S420 – General Mixed-Use Zone. The Landlord confirms that community centre and gymnasium, and the ancillary spaces, are permitted uses under the applicable zoning by-law. In addition, the Landlord confirms that community centre and gymnasium, and the ancillary spaces, and any existing uses will be permitted under any future zoning changes to the site.

CONSTRUCTION AGREEMENT

The Tenant and Landlord agree to negotiate a separate detailed Construction Agreement (the “**Construction Agreement**”) that reflects and considers the various elements relevant to both the Landlord’s and Tenant’s specific uses including and not limited to; specified timelines of construction, base building conditions and condition of premises to be delivered to Tenant (i.e. ready to receive floor treatment, wall condition (primed ready for paint), lighting/ceiling condition, etc.), change orders, payment installments, etc.

ENVIRONMENTAL CONSIDERATIONS

The Landlord acknowledges and agrees that the Tenant will not be responsible for any existing environmental or archaeological damage on the leased area.

The Landlord represents and warrants to the Tenant that to the best of its knowledge the following are true and accurate:

- i) The Buildings, Premises, and lands on which the Premises are located, and their existing and prior uses comply and have at all times complied with, and the Landlord is not in violation of and has not violated, in relation to this ownership, use, maintenance or operation and uses related thereto, any applicable federal, provincial, municipal, or local laws, regulations, orders or approvals of all government authorities relating to environmental matters.

- ii) The lands meet the appropriate standards for the proposed use as per Ontario Regulation 153/04 under the Environmental Protection Act.
- iii) Where required by Ontario Regulation 153/04 a Record of Site Condition has been obtained for a land use change to proposed use by the City.
- iv) There are no orders or directives relating to environmental matters related to the Buildings, the Premises, and the land which the Premises are located.
- v) To the knowledge of the Landlord no hazardous or toxic materials, substances, pollutants, contaminants, or wastes have been discharged into the environment, or deposited, on or near the Buildings, the Premises, and the land which the Premises is located.
- vi) A Designated Substance Survey has been completed on the building and any identified designated substances have been abated in accordance with the Occupational Health and Safety Act prior to City occupancy.

CONFIDENTIALITY

Unless otherwise agreed in writing, each party confirms that it will not disclose any details in respect of this Offer to Lease and the Lease or the fact that discussions between the parties are taking place to any third party other than, on a need to know basis, to its elected officials, directors, governors, affiliates, professional advisors or employees, or as is necessary to obtain the required approvals, and further each party agrees to keep confidential all information, data, documents and notes, if any, disclosed or provided to such party by the other party hereto, and, in the event that negotiations are terminated, to return all such information, data, documents and notes to the other party and to destroy any copies or duplicates thereof. This clause will not apply to any information that is in the public domain or obtained from third parties not subject to a confidentiality agreement.

GENERAL

- i) All amounts referred to in this Offer to Lease are expressed in Canadian dollars.
- ii) This Letter will be interpreted and enforced in accordance with the laws of the Province of Ontario, Canada.
- iii) This Letter may be executed by facsimile or electronic means and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- iv) The provisions of the original Memorandum of Understanding (MOU) are to be carried forward until final Lease Agreement and Construction Agreement are in place.

- v) The Tenant's participation in this Project is conditional on receiving Council approval of the Project, key business terms of any Offer to Lease and Lease Agreement, and all funding for the Project. Council approval is required prior to the Tenant entering into any binding agreements with the Landlord for the Project.

SUCCESSORS AND ASSIGNS

The rights and obligations under this Offer to Lease extend to and bind the successors and permitted assigns of the Landlord and the heirs, executors, administrators and permitted successors and permitted assigns of the Tenant.

FORCE MAJEURE

Notwithstanding anything to the contrary contained in this Offer to Lease, if either party hereto is bona fide delayed or hindered in or prevented from doing anything required by this Offer to Lease by reason of strikes, labour troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, pandemics, or other reason whether of a similar nature or not which is not the fault of the party delayed, then the required performance is excused for the period of the delay but the party delayed shall perform within the appropriate time period after the expiration of the period of delay. However, this Section does not excuse the Landlord to meet its construction obligations, and its obligations to maintain use and access to the Tenant's Premises (including the Gymnasium) for Force Majeure events that only impact/impede the Landlord. For further clarity, the operation and use of the Community Centre and Gymnasium will not be impacted by any of the following reasons, including and not limited to; school board strikes, pandemic/virus closures, school closures for any reasons whatsoever. The Tenant has the right to maintain access to the Community Centre and Gymnasium in the event of a public emergency.

Upon acceptance of this Offer to Lease, the parties will negotiate in good faith the terms and conditions of the formal lease agreement to implement the transactions contemplated herein with twenty (20) business days of unconditional acceptance unless mutually extended in good faith.

NON-BINDING

This Offer to Lease is intended as an expression of interest and outlines some of the basic terms under which Conseil Scolaire De District Catholique Du Centre-Est De L'Ontario and the City of Ottawa may negotiate a written definitive agreement(s),

settled on terms acceptable to the City and approved by Ottawa City Council or the assigned delegated authority. No binding agreement or obligation arises unless and until such approvals are obtained and definitive written agreements are executed by the Conseil Scolaire De District Catholique Du Centre-Est De L'Ontario and the City of Ottawa.

_____ SIGNATURE PAGE TO FOLLOW _____

Dated at Ottawa this _____ day of _____ 2022

Landlord: CONSEIL SCOLAIRE DE DISTRICT CATHOLIQUE DU CENTRE-EST DE L'ONTARIO

Per:

(I have the authority to legally bind the entity)

Name:

Title:

Per:

(I have the authority to legally bind the entity)

Name:

Title:

Tenant: CITY OF OTTAWA

Per:

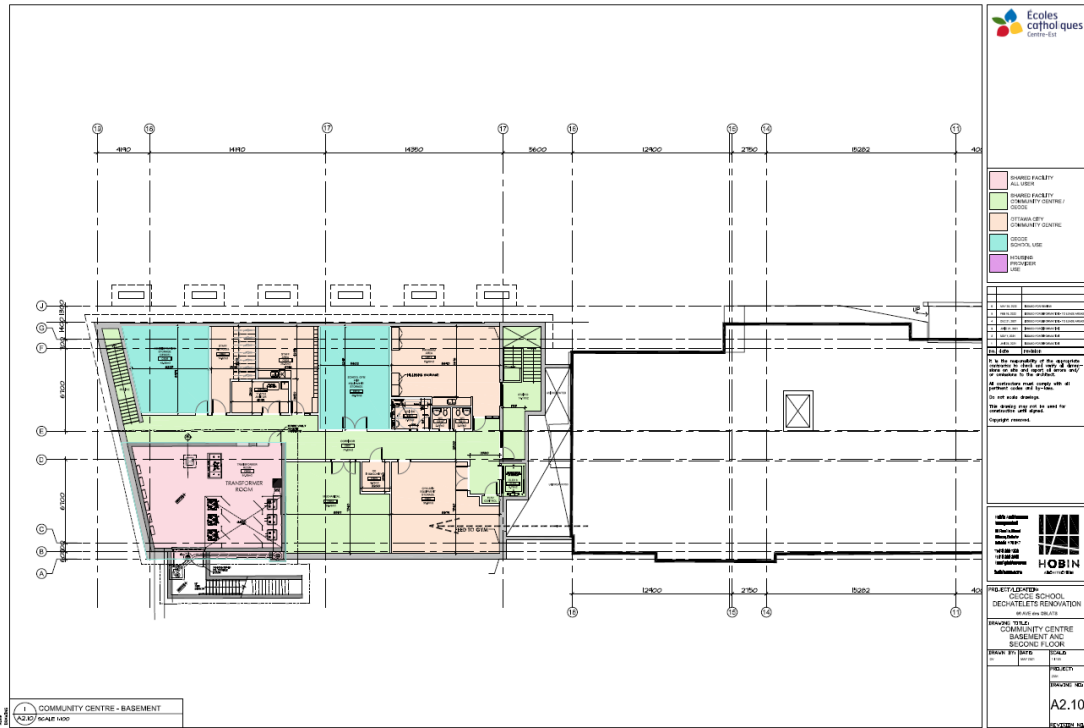
(I have the authority to legally bind the entity)

Name: Stephen Willis

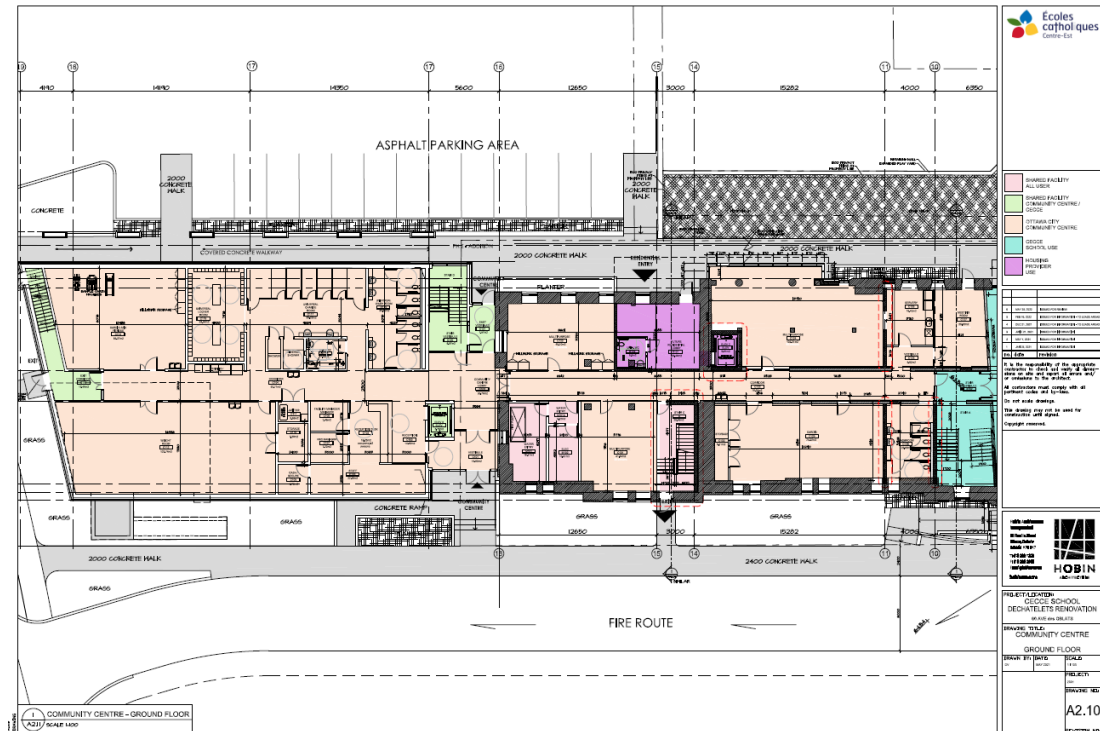
Title: General Manager, Planning, Real Estate and Economic Development
Department

Schedule "A" – Floor Plans

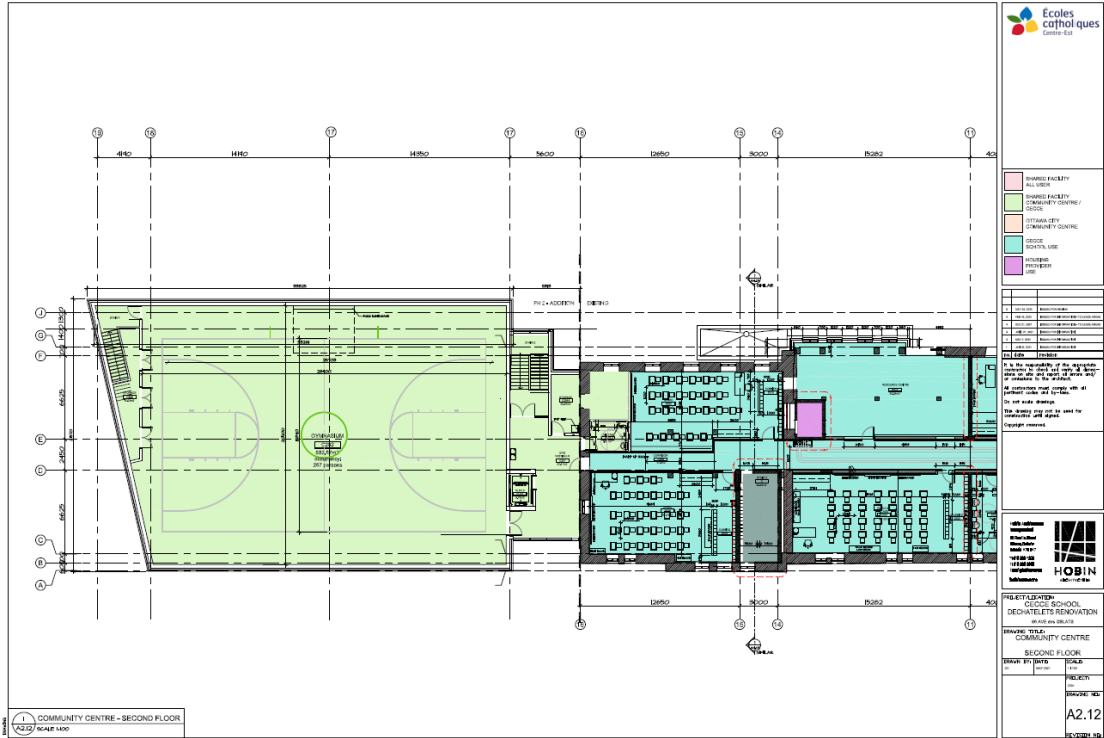
Basement:



Ground Floor:



Second Floor:



Colour Key:	m2	ft2	
School	3485,2	37514,8	
Community Centre (Deschatelets)	417,8	4497,1	4 497,10
Community Centre (addition)	829,4	8927,4	8 927,40
Residential	2410,3	25943,7	
Shared: School / Residential	95,6	1028,5	
Shared: School / Community Centre	938,6	10102,9	10 102,90
Shared: All Users	144,3	1553,0	
Total	8321,1	89567,4	23 527,40

Schedule “B” – Time Splits

2022 Calendar				
Typical Building Hours	7:00 am to 10:00 pm	15 hours		
Typical CECCE Use Hours	7:00 am to 4:30pm	9.5 hours		
Typical City Use Hours	4:30 to 10:00 pm	5.5 hours		
	Weekends			
	Civic Holiday			
	CECCE School Holidays			
		CECCE	City	Total Hours
	Total Hours	1,925	3,355	5,280
		36.46%	63.54%	100.00%
01-Jan	Saturday	0	0	0
02-Jan	Sunday	0	0	0
03-Jan	Monday	0	0	0
04-Jan	Tuesday	0	15	15
05-Jan	Wednesday	0	15	15
06-Jan	Thursday	0	15	15
07-Jan	Friday	0	15	15
08-Jan	Saturday	0	15	15
09-Jan	Sunday	0	15	15
10-Jan	Monday	15	0	15
11-Jan	Tuesday	15	0	15
12-Jan	Wednesday	15	0	15
13-Jan	Thursday	15	0	15
14-Jan	Friday	15	0	15
15-Jan	Saturday	0	15	15
16-Jan	Sunday	0	15	15
17-Jan	Monday	15	0	15
18-Jan	Tuesday	15	0	15
19-Jan	Wednesday	15	0	15
20-Jan	Thursday	9.5	5.5	15
21-Jan	Friday	9.5	5.5	15
22-Jan	Saturday	0	15	15
23-Jan	Sunday	0	15	15
24-Jan	Monday	9.5	5.5	15
25-Jan	Tuesday	9.5	5.5	15
26-Jan	Wednesday	9.5	5.5	15
27-Jan	Thursday	9.5	5.5	15
28-Jan	Friday	9.5	5.5	15
29-Jan	Saturday	0	15	15
30-Jan	Sunday	0	15	15
31-Jan	Monday	9.5	5.5	15
01-Feb	Tuesday	9.5	5.5	15
02-Feb	Wednesday	9.5	5.5	15
03-Feb	Thursday	9.5	5.5	15
04-Feb	Friday	9.5	5.5	15
05-Feb	Saturday	0	15	15
06-Feb	Sunday	0	15	15
07-Feb	Monday	9.5	5.5	15
08-Feb	Tuesday	9.5	5.5	15
09-Feb	Wednesday	9.5	5.5	15
10-Feb	Thursday	9.5	5.5	15
11-Feb	Friday	9.5	5.5	15
12-Feb	Saturday	0	15	15
13-Feb	Sunday	0	15	15
14-Feb	Monday	9.5	5.5	15
15-Feb	Tuesday	9.5	5.5	15
16-Feb	Wednesday	9.5	5.5	15
17-Feb	Thursday	9.5	5.5	15
18-Feb	Friday	9.5	5.5	15
19-Feb	Saturday	0	15	15
20-Feb	Sunday	0	15	15
21-Feb	Monday	0	0	0
22-Feb	Tuesday	9.5	5.5	15
23-Feb	Wednesday	9.5	5.5	15
24-Feb	Thursday	9.5	5.5	15
25-Feb	Friday	9.5	5.5	15
26-Feb	Saturday	0	15	15
27-Feb	Sunday	0	15	15
28-Feb	Monday	9.5	5.5	15
01-Mar	Tuesday	9.5	5.5	15
02-Mar	Wednesday	9.5	5.5	15
03-Mar	Thursday	9.5	5.5	15
04-Mar	Friday	9.5	5.5	15
05-Mar	Saturday	0	15	15
06-Mar	Sunday	0	15	15
07-Mar	Monday	9.5	5.5	15
08-Mar	Tuesday	9.5	5.5	15
09-Mar	Wednesday	9.5	5.5	15
10-Mar	Thursday	9.5	5.5	15
11-Mar	Friday	9.5	5.5	15
12-Mar	Saturday	0	15	15
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16-Mar	Wednesday	0	15	15
17-Mar	Thursday	0	15	15
18-Mar	Friday	0	15	15
19-Mar	Saturday	0	15	15
20-Mar	Sunday	0	15	15
21-Mar	Monday	9.5	5.5	15
22-Mar	Tuesday	9.5	5.5	15
23-Mar	Wednesday	9.5	5.5	15
24-Mar	Thursday	9.5	5.5	15
25-Mar	Friday	9.5	5.5	15
26-Mar	Saturday	0	15	15
27-Mar	Sunday	0	15	15
28-Mar	Monday	9.5	5.5	15
29-Mar	Tuesday	9.5	5.5	15
30-Mar	Wednesday	9.5	5.5	15
31-Mar	Thursday	9.5	5.5	15
01-Apr	Friday	9.5	5.5	15
02-Apr	Saturday	0	15	15
03-Apr	Sunday	0	15	15
04-Apr	Monday	9.5	5.5	15
05-Apr	Tuesday	9.5	5.5	15
06-Apr	Wednesday	9.5	5.5	15
07-Apr	Thursday	9.5	5.5	15
08-Apr	Friday	9.5	5.5	15
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10-Apr	Sunday	0	15	15
11-Apr	Monday	9.5	5.5	15
12-Apr	Tuesday	9.5	5.5	15
13-Apr	Wednesday	9.5	5.5	15

					10-Jun	Friday	9.5	5.5	15
					11-Jun	Saturday	0	15	15
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					22-Jun	Wednesday	9.5	5.5	15
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					24-Jun	Friday	0	15	15
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					27-Jun	Monday	0	15	15
					28-Jun	Tuesday	0	15	15
					29-Jun	Wednesday	0	15	15
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					08-Jul	Friday	0	15	15
					09-Jul	Saturday	0	15	15
					10-Jul	Sunday	0	15	15
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					12-Jul	Tuesday	0	15	15
					13-Jul	Wednesday	0	15	15
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					15-Jul	Friday	0	15	15
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					30-Jul	Saturday	0	15	15
					31-Jul	Sunday	0	15	15
					01-Aug	Monday	0	0	0
					02-Aug	Tuesday	0	15	15
					03-Aug	Wednesday	0	15	15
					04-Aug	Thursday	0	15	15
					05-Aug	Friday	0	15	15
					06-Aug	Saturday	0	15	15
					07-Aug	Sunday	0	15	15
14-Apr	Thursday	9.5	5.5	15					
15-Apr	Friday	0	0	0					
16-Apr	Saturday	0	15	15					
17-Apr	Sunday	0	15	15					
18-Apr	Monday	0	0	0					
19-Apr	Tuesday	9.5	5.5	15					
20-Apr	Wednesday	9.5	5.5	15					
21-Apr	Thursday	9.5	5.5	15					
22-Apr	Friday	9.5	5.5	15					
23-Apr	Saturday	0	15	15					
24-Apr	Sunday	0	15	15					
25-Apr	Monday	9.5	5.5	15					
26-Apr	Tuesday	9.5	5.5	15					
27-Apr	Wednesday	9.5	5.5	15					
28-Apr	Thursday	9.5	5.5	15					
29-Apr	Friday	9.5	5.5	15					
30-Apr	Saturday	0	15	15					
01-May	Sunday	0	15	15					
02-May	Monday	9.5	5.5	15					
03-May	Tuesday	9.5	5.5	15					
04-May	Wednesday	9.5	5.5	15					
05-May	Thursday	9.5	5.5	15					
06-May	Friday	9.5	5.5	15					
07-May	Saturday	0	15	15					
08-May	Sunday	0	15	15					
09-May	Monday	9.5	5.5	15					
10-May	Tuesday	9.5	5.5	15					
11-May	Wednesday	9.5	5.5	15					
12-May	Thursday	9.5	5.5	15					
13-May	Friday	9.5	5.5	15					
14-May	Saturday	0	15	15					
15-May	Sunday	0	15	15					
16-May	Monday	9.5	5.5	15					
17-May	Tuesday	9.5	5.5	15					
18-May	Wednesday	9.5	5.5	15					
19-May	Thursday	9.5	5.5	15					
20-May	Friday	9.5	5.5	15					
21-May	Saturday	0	15	15					
22-May	Sunday	0	15	15					
23-May	Monday	0	0	0					
24-May	Tuesday	9.5	5.5	15					
25-May	Wednesday	9.5	5.5	15					
26-May	Thursday	9.5	5.5	15					
27-May	Friday	9.5	5.5	15					
28-May	Saturday	0	15	15					
29-May	Sunday	0	15	15					
30-May	Monday	9.5	5.5	15					
31-May	Tuesday	9.5	5.5	15					
01-Jun	Wednesday	9.5	5.5	15					
02-Jun	Thursday	9.5	5.5	15					
03-Jun	Friday	9.5	5.5	15					
04-Jun	Saturday	0	15	15					
05-Jun	Sunday	0	15	15					
06-Jun	Monday	9.5	5.5	15					
07-Jun	Tuesday	9.5	5.5	15					
08-Jun	Wednesday	9.5	5.5	15					
09-Jun	Thursday	9.5	5.5	15					

08-Aug	Monday	0	15	15				
09-Aug	Tuesday	0	15	15				
10-Aug	Wednesday	0	15	15				
11-Aug	Thursday	0	15	15				
12-Aug	Friday	0	15	15				
13-Aug	Saturday	0	15	15				
14-Aug	Sunday	0	15	15				
15-Aug	Monday	0	15	15				
16-Aug	Tuesday	0	15	15				
17-Aug	Wednesday	0	15	15				
18-Aug	Thursday	0	15	15				
19-Aug	Friday	0	15	15				
20-Aug	Saturday	0	15	15				
21-Aug	Sunday	0	15	15				
22-Aug	Monday	9.5	5.5	15				
23-Aug	Tuesday	9.5	5.5	15				
24-Aug	Wednesday	9.5	5.5	15				
25-Aug	Thursday	9.5	5.5	15				
26-Aug	Friday	9.5	5.5	15				
27-Aug	Saturday	0	15	15				
28-Aug	Sunday	0	15	15				
29-Aug	Monday	9.5	5.5	15				
30-Aug	Tuesday	9.5	5.5	15				
31-Aug	Wednesday	9.5	5.5	15				
01-Sep	Thursday	9.5	5.5	15				
02-Sep	Friday	9.5	5.5	15				
03-Sep	Saturday	0	15	15				
04-Sep	Sunday	0	15	15				
05-Sep	Monday	0	0	0				
06-Sep	Tuesday	9.5	5.5	15				
07-Sep	Wednesday	9.5	5.5	15				
08-Sep	Thursday	9.5	5.5	15				
09-Sep	Friday	9.5	5.5	15				
10-Sep	Saturday	0	15	15				
11-Sep	Sunday	0	15	15				
12-Sep	Monday	9.5	5.5	15				
13-Sep	Tuesday	9.5	5.5	15				
14-Sep	Wednesday	9.5	5.5	15				
15-Sep	Thursday	9.5	5.5	15				
16-Sep	Friday	9.5	5.5	15				
17-Sep	Saturday	0	15	15				
18-Sep	Sunday	0	15	15				
19-Sep	Monday	9.5	5.5	15				
20-Sep	Tuesday	9.5	5.5	15				
21-Sep	Wednesday	9.5	5.5	15				
22-Sep	Thursday	9.5	5.5	15				
23-Sep	Friday	9.5	5.5	15				
24-Sep	Saturday	0	15	15				
25-Sep	Sunday	0	15	15				
26-Sep	Monday	9.5	5.5	15				
27-Sep	Tuesday	9.5	5.5	15				
28-Sep	Wednesday	9.5	5.5	15				
29-Sep	Thursday	9.5	5.5	15				
30-Sep	Friday	9.5	5.5	15				
01-Oct	Saturday	0	15	15				
02-Oct	Sunday	0	15	15				
03-Oct	Monday	9.5	5.5	15				
04-Oct	Tuesday	9.5	5.5	15				
05-Oct	Wednesday	9.5	5.5	15				
06-Oct	Thursday	9.5	5.5	15				
07-Oct	Friday	9.5	5.5	15				
08-Oct	Saturday	0	15	15				
09-Oct	Sunday	0	15	15				
10-Oct	Monday	0	0	0				
11-Oct	Tuesday	9.5	5.5	15				
12-Oct	Wednesday	9.5	5.5	15				
13-Oct	Thursday	9.5	5.5	15				
14-Oct	Friday	9.5	5.5	15				
15-Oct	Saturday	0	15	15				
16-Oct	Sunday	0	15	15				
17-Oct	Monday	9.5	5.5	15				
18-Oct	Tuesday	9.5	5.5	15				
19-Oct	Wednesday	9.5	5.5	15				
20-Oct	Thursday	9.5	5.5	15				
21-Oct	Friday	9.5	5.5	15				
22-Oct	Saturday	0	15	15				
23-Oct	Sunday	0	15	15				
24-Oct	Monday	9.5	5.5	15				
25-Oct	Tuesday	9.5	5.5	15				
26-Oct	Wednesday	9.5	5.5	15				
27-Oct	Thursday	9.5	5.5	15				
28-Oct	Friday	9.5	5.5	15				
29-Oct	Saturday	0	15	15				
30-Oct	Sunday	0	15	15				
31-Oct	Monday	9.5	5.5	15				
01-Nov	Tuesday	9.5	5.5	15				
02-Nov	Wednesday	9.5	5.5	15				
03-Nov	Thursday	9.5	5.5	15				
04-Nov	Friday	9.5	5.5	15				
05-Nov	Saturday	0	15	15				
06-Nov	Sunday	0	15	15				
07-Nov	Monday	9.5	5.5	15				
08-Nov	Tuesday	9.5	5.5	15				
09-Nov	Wednesday	9.5	5.5	15				
10-Nov	Thursday	9.5	5.5	15				
11-Nov	Friday	9.5	5.5	15				
12-Nov	Saturday	0	15	15				
13-Nov	Sunday	0	15	15				
14-Nov	Monday	9.5	5.5	15				
15-Nov	Tuesday	9.5	5.5	15				
16-Nov	Wednesday	9.5	5.5	15				
17-Nov	Thursday	9.5	5.5	15				
18-Nov	Friday	9.5	5.5	15				
19-Nov	Saturday	0	15	15				
20-Nov	Sunday	0	15	15				
21-Nov	Monday	9.5	5.5	15				
22-Nov	Tuesday	9.5	5.5	15				
23-Nov	Wednesday	9.5	5.5	15				
24-Nov	Thursday	9.5	5.5	15				
25-Nov	Friday	9.5	5.5	15				
26-Nov	Saturday	0	15	15				
27-Nov	Sunday	0	15	15				
28-Nov	Monday	9.5	5.5	15				
29-Nov	Tuesday	9.5	5.5	15				
30-Nov	Wednesday	9.5	5.5	15				
01-Dec	Thursday	9.5	5.5	15				

02-Dec	Friday	9.5	5.5	15
03-Dec	Saturday	0	15	15
04-Dec	Sunday	0	15	15
05-Dec	Monday	9.5	5.5	15
06-Dec	Tuesday	9.5	5.5	15
07-Dec	Wednesday	9.5	5.5	15
08-Dec	Thursday	9.5	5.5	15
09-Dec	Friday	9.5	5.5	15
10-Dec	Saturday	0	15	15
11-Dec	Sunday	0	15	15
12-Dec	Monday	9.5	5.5	15
13-Dec	Tuesday	9.5	5.5	15
14-Dec	Wednesday	9.5	5.5	15
15-Dec	Thursday	9.5	5.5	15
16-Dec	Friday	9.5	5.5	15
17-Dec	Saturday	0	15	15
18-Dec	Sunday	0	15	15
19-Dec	Monday	9.5	5.5	15
20-Dec	Tuesday	9.5	5.5	15
21-Dec	Wednesday	9.5	5.5	15
22-Dec	Thursday	9.5	5.5	15
23-Dec	Friday	9.5	5.5	15
24-Dec	Saturday	0	15	15
25-Dec	Sunday	0	15	15
26-Dec	Monday	0	0	0
27-Dec	Tuesday	0	0	0
28-Dec	Wednesday	0	15	15
29-Dec	Thursday	0	15	15
30-Dec	Friday	0	15	15
31-Dec	Saturday	0	15	15

Schedule “D” – Construction Agreement

To be provided by the Landlord

Addendum

The Project

The Project has two components: first the proposed construction of a new addition that includes a gymnasium and part of a community center facility on the land described as Part 3, Plan 4R-33420 and second, the renovation of a portion of the Deschâtelets building located on Part 2, Plan 4R-33420 as a community centre **(the “Project”)**.

The Landlord will acquire the lands described as Part 3, Plan 4R-33420 from Greystone Village Inc. and then construct the gymnasium facility. All acquisition costs of Part 3, Plan 4R-33420 will be the sole responsibility of the Landlord. The Landlord is, or will be, the fee simple owner of the aforementioned lands, including the Deschâtelets building. The Tenant intends to enter into a long-term lease with the Landlord for:

- 1) Exclusive Space - fully renovated Community Centre located in the Deschâtelets building to be used exclusively by the Tenant. The Community Centre will be established within a fully renovated Deschâtelets building, and will include office spaces, meeting rooms, a lobby, washrooms, multipurpose rooms, and including shared common areas, primarily located on the ground level of the building as shown in **Schedule “A” and any other spaces the Tenant deems appropriate to be exclusive as part of the Tenant’s space (the “Exclusive Space”)**.
- 2) Shared Space - newly constructed Gymnasium to be shared between the Landlord and the Tenant. The Gymnasium will generally be comprised of a gymnasium, change rooms, washrooms, storage and other ancillary spaces **(the “Shared Space”)**. Independent of the gymnasium facility and community center, the Landlord will renovate, at its sole cost, the remainder of the ground floor, the upper floors for a school use, and for a third occupant on the top floors. The project requires that the Landlord conduct a major renovation and retrofit of the Deschâtelets building to meet all required life safety components, servicing, heating, electrical, structural, accessibility and finishes for the main purpose of a school and a community center in a portion of the building. The revised conceptual floor plan as agreed in principle of the community centre and gymnasium is attached in **Schedule “A”**, which forms the basis of the preliminary project design. The Tenant and Landlord will enter into a separate Construction Agreement which establishes the details of the final design, schedule, timing, and Tenant’s contribution to the capital costs, in the form of upfront pre-paid rent.