

LEASE ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2021

BETWEEN:

COMMUNITY POWER NORTHUMBERLAND CO-OPERATIVE INC.

(the **Tenant**)

- and -

COMMUNITY SOLAR ASSETS 2 LIMITED

(the **Assignee**)

-and-

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

(the **Landlord**)

BACKGROUND:

- I. By a lease dated November 10, 2017 (the **Lease**) made between the Landlord, as landlord, and the Tenant, as tenant, the Landlord leased to the Tenant the rooftop and ancillary utility space (as more particularly described in the Lease and referred to herein as the **Leased Premises**) of the building municipally known as 80 Division Street, Colborne, Ontario and legally described as described as Part of Lot 32, Concession 1 Cramahe, designated as PARTS 1, 2, 3 and 4 on Reference Plan 38R-5430, except 39R10632, 39R10921 and 39R12589 Lying South of 39R12589; Township of Cramahe (being the lands comprising PIN 51144-0168 (LT)) (the **Real Property**) for the purposes of installing and operating a solar electrical generation installation for a term beginning on the Commencement Date and ending on the date which is twenty years and six months following the Commencement Date (the **Term**), subject to the terms and conditions set out in such Lease, a copy of which is appended as Schedule A to this Agreement.
- II. By an agreement of purchase and sale dated April _____, 2021 (as it may be amended from time to time) (the **APA**) between the Tenant, as vendor, and the Assignee, as purchaser, the Tenant agreed to sell to the Assignee all of its right, title and interest in certain assets that are specified in the APA, including the Lease and all of the Tenant's right, title and interest in the Leased Premises, upon and subject to the terms and conditions of the APA.
- III. Each of the parties hereto has agreed to enter into this Agreement in order to confirm the assignment of the Tenant's entire right, title and interest in and to the Lease and Leased Premises to the Assignee in the manner set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

1. **Definitions**

All capitalized terms not herein defined shall have the meaning set out under the Lease.

2. **Assignment of Balance of Term**

The Tenant assigns to the Assignee as of and from the Closing Time (as defined in the APA) all the Tenant's right, title and interest in and to the Lease, including, without limitation, the unexpired residue of the Term in the Leased Premises reserved thereby and any renewal and all benefits to be derived from the Lease, subject to the payment of rent and the observance and performance of the covenants, provisos and conditions on the part of the Tenant contained in the Lease, all without interruption by the Tenant or any person claiming through or under the Tenant.

3. **Representations and Warranties of the Tenant**

The Tenant represents and warrants to the Assignee that:

- a. The Lease is valid and subsisting;
- b. The covenants, provisos and conditions of the Lease on the part of the Tenant have been duly observed and performed up to the Closing Time;
- c. The Tenant has good right, full power and absolute authority to assign the Lease; and
- d. The Tenant shall at all times in the future at the request and cost of the Assignee executed such further assurances in respect of this Assignment as the Assignee may reasonably require.
- e. The Tenant acknowledges and agrees that this assignment does not release the Tenant from its obligations under the Lease.

4. **Assignee's Covenant to Perform**

- a. The Assignee accepts the foregoing assignment from the Tenant and hereby covenants and agrees with the Landlord to, throughout the residue of the Term and any renewal thereof, pay the rent reserved at the times and in the manner provided in the Lease and observe and perform the covenants, provisos and conditions on the part of the Tenant contained in the Lease.
- b. The Assignee will indemnify and save harmless the Tenant from all actions, suits, costs, losses, damages and expenses in respect of the non-payment, non-observance or non-performance of the covenants, provisos and conditions on the part of the Tenant contained in the Lease.

5. **Landlord's Consent and Acknowledgement**

- a. Subject to the foregoing, the Landlord consents to the foregoing assignment and assumption of the Lease.
- b. The Landlord acknowledges and confirms that, in its capacity as landlord (and not in any other capacity), it is not aware of any outstanding breach of the Lease by the Tenant and it has not issued any notice of a breach of the Lease that is outstanding at the present

time. The Landlord further acknowledges and confirms that the Lease has not been amended.

- c. The Landlord hereby covenants and agrees with the Assignee to comply with all of the Landlord's obligations under the Lease.

6. **Continuing Force and Effect of the Lease**

Each of the parties hereto hereby agrees that the Lease, as assigned and amended herein, will continue from and after the date hereof in full force and effect and time shall remain of the essence in all respects under the Lease.

7. **Applicable Law**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario.

8. **Binding Effect**

This Agreement shall enure to the benefit of and shall be binding upon the parties to it and their respective heirs, legal personal representatives, executors, administrators, successors and assigns.

9. **Counterparts**

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written in the beginning of this Agreement.

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IN WITNESS the undersigned have executed this Agreement.

**COMMUNITY POWER NORTHUMBERLAND
CO-OPERATIVE INC.**

By:

Name:
Title:

I have authority to bind the Corporation.

COMMUNITY SOLAR ASSETS 2 LIMITED

By:

Name:
Title:

I have authority to bind the Corporation.

**THE CORPORATION OF THE TOWNSHIP OF
CRAMAHE**

By:

Name:
Title:

I have authority to bind the Corporation.