

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NUMBER 2020- 39

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE THE
ASSIGNMENT AND CONSENT TO ASSIGNMENT OF A LEASE AGREEMENT
FOR PORT PROPERTY NUMBER P-34-A"**

WHEREAS various leases and lease extensions were assigned to the Corporation of the Township of Edwardsburgh Cardinal by The Canada Ports Corporation on October 12, 2000;

AND WHEREAS the leases provide that they shall not be assigned without the written consent of the assignee;

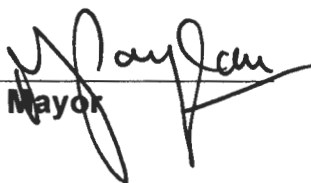
AND WHEREAS the lessee of a lease dated April 1, 2004 regarding premises known as Port Property Number P-34-A has requested consent to an assignment of the said lease;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute such documents as are necessary to affect the assignment and consent to assignment of a lease agreement for Port Property Number P-34-A.
2. That this agreement attached hereto as Schedule "A" shall form part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 22nd day of July, 2019.

Read a third and final time, passed, signed and sealed in open Council this 22nd day of July, 2019.



Mayor



Clerk

THIS AGREEMENT made this 30th day of June, 2020.

BETWEEN:

ROBERT SEAN LUCEY, IN TRUST FOR A COMPANY TO BE INCORPORATED

(Hereinafter called the "Assignee")

OF THE FIRST PART

AND:

LULU VERNE FARMER and DEBRA LYNN RIDDELL

(Hereinafter collectively called the "Assignor")

OF THE SECOND PART

AND:

PORT OF JOHNSTOWN – THE TOWNSHIP OF EDWARDSBURGH/CARDINAL/THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

(Hereinafter called the "Landlord")

OF THE THIRD PART

ASSIGNMENT OF LEASE

WHEREAS pursuant to a lease dated April 1, 2004 renewed pursuant to the first renewal for a five (5) year term ending March 31, 2014 and renewed pursuant to a second renewal for a five (5) year term and further as amended and extended by an amending agreement dated November 21, 2016 (collectively the “**Lease**”), the Lessor leased to the Lessee certain premises designated at property P-34-A situate in and forming part of the Township of Edwardsburgh/Cardinal (the “**Leased Premises**”);

AND WHEREAS the Assignor has agreed to sell and assign his interests and obligations

under the Lease unto the Assignee and the Landlord is in agreement with this assignment.

NOW THIS INDENTURE WITNESSETH that in consideration of One Dollar (\$1.00) now paid by the Assignee to the Assignor and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Assignor doth hereby grant and assign unto the Assignee as of July 1, 2020 those Leased Premises leased by the Landlord to the Tenant in the Lease, together with the unexpired residue of the Term therein and option to renew, and all benefit and advantage to be derived therefrom;

TO HAVE AND TO HOLD the same unto the Assignee, his heirs, administrators, successors and assigns, subject to the payment of the rent and the observance and performance of the Tenant's covenants and conditions contained in the Lease;

1. The Assignor hereby covenants with the Assignee that, notwithstanding any act of the Assignor, the Lease is a good, valid and subsisting Lease, and that the rents thereby reserved have been duly paid up to and including the June 30, 2020 and the covenants and conditions therein contained have been duly paid and performed by the Assignor up to the date hereof.
2. The Assignor now has good right, full power and absolute authority to assign the Lease and Leased Premises in the manner aforesaid, according to the true intent and meaning of these presents.
3. That subject to the payment of rent, and the Assignor's covenants and the conditions contained in the Lease, the Assignee may enter into and upon and hold and enjoy the Leased Premises for the residue of the Term granted by the Lease and every renewal thereof for his own use and benefit, without any interruption of the Assignor or any other person whomever claiming or to claim by, through or under the Assignor
4. That the Assignor shall and will from time to time, and that at all times hereafter, at the request and cost of the Assignee, execute such further assurance of the said Leased Premises as the Assignee shall reasonably require.
5. The Assignee hereby covenants with the Landlord and the Assignor that the Assignee shall and will from time to time during all the residue of the Term granted by the Lease, and every renewal thereof, pay the rent and perform the Tenant's covenants, conditions and agreements therein respectively reserved and contained, and indemnify and save harmless the Assignor therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.
6. Landlord hereby consents to the within assignment, subject to payment by the Assignor of all legal fees and disbursements incurred by the Landlord as a result of this assignment of Lease and subject to the following terms and conditions:
 - (a) the Assignee covenants and agrees with the Landlord to pay the rent as set out in the Lease and to observe and perform all of the Assignor's covenants, obligations, and

agreements as set out in the Lease as fully and effectively as if the Assignee had been named the Tenant in the Lease;

(b) the Assignor covenants and agrees with the Landlord that the Assignor shall in no way be relieved of any liability or responsibility under the Lease and shall continue to be responsible for the due performance as primary obligor and not as guarantor of each and every covenant, proviso, condition and agreement to be performed and observed by the Tenant under the Lease up to and including the 30th day of June, 2020 and hereby waives any right to require the Landlord to proceed against the Assignee or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Assignor;

(c) without limiting (b) above, the Assignor covenants and agrees with the Landlord that none of the following or any combination thereof shall release, discharge or in any way change or reduce the obligations of the Assignor under the Lease;

(i) neglect or forbearance of the Landlord in endeavouring to obtain payment of the rent or other amounts required to be paid under the Lease, as and when due;

(ii) delay by the Landlord in enforcing performance or observance of the covenants, provisos, conditions or agreements to be performed and observed by the Assignor under the Lease;

(iii) any extension of time given by the Landlord to the Assignor or any other act or failure to act by the Landlord;

(iv) any disclaimer of the Lease by a Trustee in bankruptcy in pursuance of the bankruptcy of the Assignee or in pursuance of any other legal proceeding of restructuring or reorganization of the Assignee allowing for such disclaimer.

(d) the Assignor covenants and agrees with the Landlord that the Landlord shall be under no obligation whatsoever to notify the Assignor of the default in payment, condition or proviso under the Lease and the Landlord may exercise its right of re-entry or its right to terminate the Lease without notice to the Assignor;

(e) the Assignee covenants and agrees with the Landlord to adjust all financial matters with the Landlord under the Lease notwithstanding that any such adjustments relate to a period of occupancy of the Leased Premises by the Assignor.

7. The Assignee covenants and agrees with the Assignor that:

(a) the Assignee will assume and perform all the obligations of the Assignor arising out of the Lease from and including the 1st day of July, 2020 to the end of the Term of the Lease, and any renewals thereof;

(b) the Assignee will indemnify and save harmless the Assignor from all costs and liabilities arising out of the Lease incurred from and including the 1st day of July 2020.

8. The Assignor covenants and agrees with the Assignee that:

(a) the Assignor will indemnify and save harmless the Assignee from all costs and liabilities arising out of the Lease incurred prior to the 30th day of June 2020.

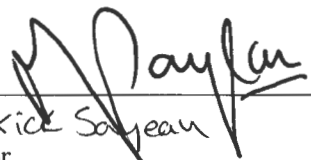
SAVE AND EXCEPT as set out herein all other terms and conditions of the Lease shall remain unchanged.

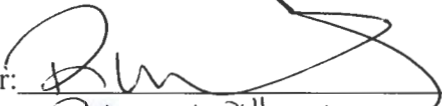
ALL CAPITALIZED terms used herein and not otherwise defined herein shall have the same meaning as in the Lease.

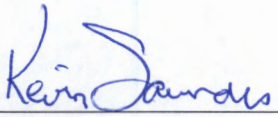
THE COVENANTS AND agreement herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators and successors and assigns of the parties hereto respectively, except where otherwise hereinbefore expressed, excepted or provided.

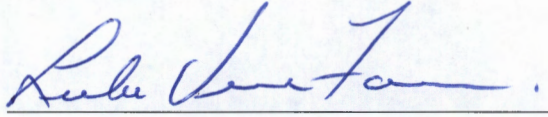
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**PORT OF JOHNSTOWN – THE
CORPORATION OF THE TOWNSHIP
OF EDWARDSBURGH/CARDINAL –
THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL**

Per: 
Name: Patrick Sogean
Title: Mayor

Per: 
Name: Rebecca Williams
Title: Clerk


WITNESS


LULU VERNE FARMER

Keen Sands

WITNESS

Robert Lucey

WITNESS

Debra L. Riddell

DEBRA LYNN RIDDELL

Robert Sean Lucey

ROBERT SEAN LUCEY