

AMENDMENT OF LEASE

THIS INDENTURE made this 9th day of April, 2021

BETWEEN

MUNICIPALITY OF EAST FERRIS

(hereinafter called the "Landlord")

AND:

CANADA POST CORPORATION

(hereinafter called the "Tenant")

WHEREAS by a lease executed on the 31st day of December 1992 (the "Lease"), between Municipality of East Ferris (the "Landlord"), (formerly known as Municipality of the Township of East Ferris) and Canada Post Corporation (the "Tenant"), the Landlord did lease to the Tenant a portion of the building having a total rentable area of 39.0 square meters 419.79 square feet (the "Premises") and having an entrance at 1267 Village Road, East Ferris Community Centre, Ontario;

AND WHEREAS the parties have agreed to expand the premises by an additional 12.7 square meters for a total 51.7 square meters or 556.49 square feet by way of the Renewal of Lease dated April 7th, 1997;

AND WHEREAS the parties have agreed to decrease the size of the premises by a 12.7 square meters for a total 39.0 square meters or 419.79 square feet by way of the Renewal of Lease dated December 22, 2011;

AND WHEREAS the Lease was renewed by Renewal of Lease dated April 7, 1997, February 11, 2002, August 2, 2007, December 22, 2011 and by Extension of Lease dated July 13, 2016;

AND WHEREAS the expiry in the Lease is now the 31st day of December 2022;

IT IS AGREED that the Landlord and Tenant agree to amend the Lease as follows:

1. Effective **May 1, 2021** (the "Effective Date"), the Landlord and Tenant hereby agree to expand the current premises by approximately **45.96** square meters or **494.76** square feet of Rentable Area, as shown outlined in yellow on Schedule A, attached hereto (the "Expansion Premises");
2. The Existing Premises of 39.0 square meters or 419.79 square feet and the Expansion Premises of 45.96 square meters or 494.76 square feet, are herein collectively referred to as the "Premises" and shall contain a total rentable area of approximately 84.96 square meters or 914.50 square feet. The Gross Rent payable for the Premises is \$20.00 per square foot.

3. Tenant's Work: The Landlord permits the Tenant to complete, at the Tenant's expense, the "Tenant's Work" as described in Schedule B, attached hereto.
4. Failure to Give Possession: If the Landlord fails to deliver vacant possession of the Expansion Premises on or before May 1, 2021, the Tenant shall have the right to terminate the lease for the Expansion Premises. The Tenant shall not be responsible for any costs incurred by the Landlord up to the point of termination by the Tenant. Should the Tenant exercise the right to terminate, the Premises shall be reduced by 494.76 square feet.

AND OTHERWISE the Lease shall include the same covenants, provisos and conditions, so far as they are applicable or not inconsistent.

IN WITNESS WHEREOF

The Landlord has executed this Amendment of Lease on the ____ day of _____, 2021.

- and -

The Tenant has executed this Amendment of Lease on the ____ day of _____, 2021.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

CANADA POST CORPORATION

Per: _____
Name: Cheryl Barry
Title: Officer, Real Estate Transactions

MUNICIPALITY OF EAST FERRIS

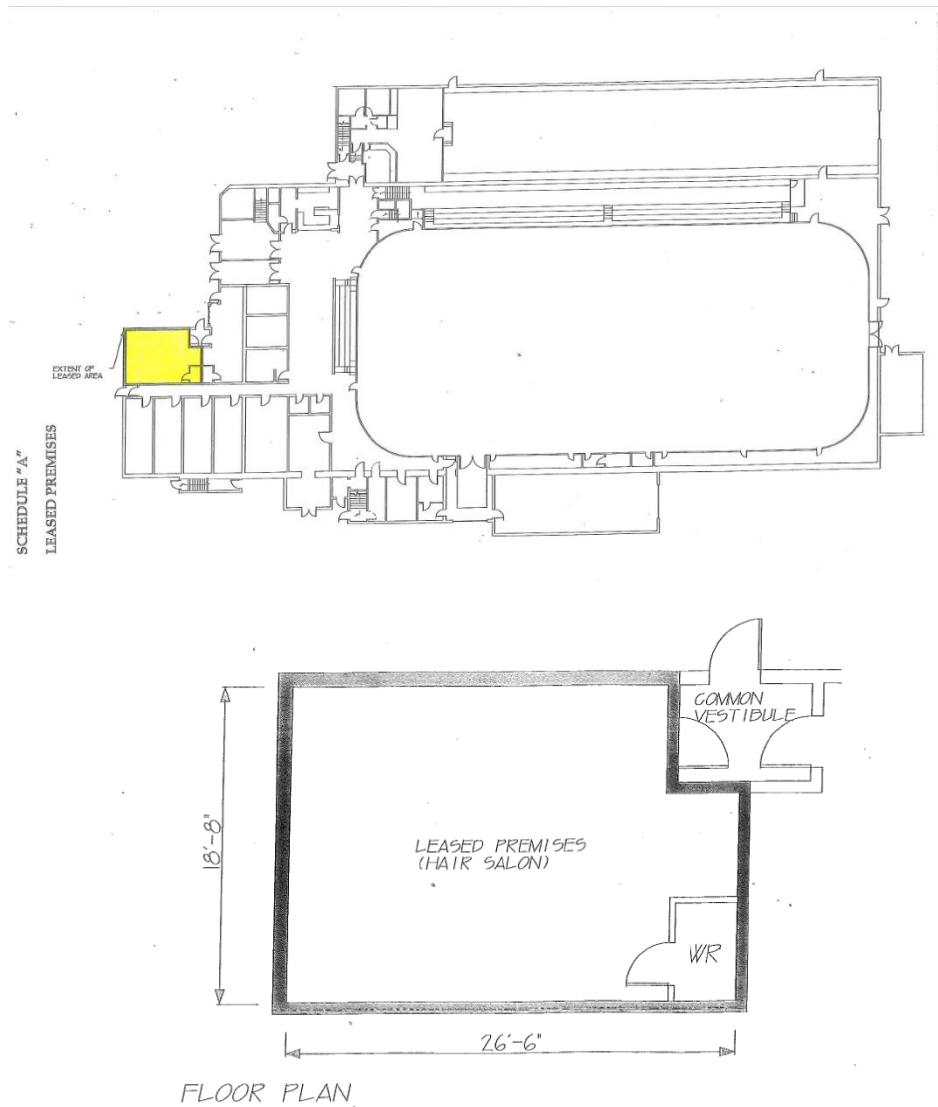
Per: _____
Name:
Title:

SCHEDULE B
Tenant's Work

The Tenant shall reconfigure the space, expanding the post office at 1267 Village Road, East Ferris, ON from 419.79 sq. ft. to 914.50 sq. ft.

The Tenant shall undertake the scope of work as set out below:

- Demolish demising wall
- Paint & repair area as required



SCHEDULE B

Tenant's Work Continued

The Tenant's Work will be completed in a workmanlike fashion to applicable building codes with minimal damage to the existing demising and partition walls, except for those which will be removed. The Landlord warrants that all structural elements, including but not limited to the floor above and below the Premises, all plumbing piping and wiring above the ceiling or other windows, and all demising walls/partitions are in good repair and are in accordance with current municipal, provincial and national building codes and by-laws. Should this not be the case, the Landlord shall be responsible to repair any deficiencies at its cost.