

EXTENSION OF LEASE

THIS INDENTURE made this 22nd day of November, 2023

BETWEEN

**CORPORATION OF THE TOWNSHIP OF
ALFRED AND PLANTAGENET**

(hereinafter called the "**Landlord**")

AND

CANADA POST CORPORATION

(hereinafter called the "**Tenant**")

WHEREAS by a lease dated the 21st day of January 2004 made between the Landlord and the Tenant, the Tenant leased from the Landlord a portion of land having a total rentable area of 611 square feet (56.76 square meters) (the "**Premises**") situated at 3104 Ave Du Quai, Wendover Ontario (the "**Lands**");

AND WHEREAS the lease was renewed by Notice to Exercise Lease Option dated the 8th day of August, 2008;

AND WHEREAS the lease was renewed by Renewal of Lease agreement dated the 7th day of August, 2013;

AND WHEREAS the lease was renewed by Extension of Lease agreement dated the 16th day of February, 2018 (collectively the "**Lease**");

AND WHEREAS in the Extension of Lease agreement dated the 16th day of February 2018, the Landlord did grant to the Tenant certain rights to extend the Lease, (the "**2024 Extension**" and the "**2029 Extension**" respectively) and the Tenant wishes to exercise its rights to the 2024 Extension and preserve its rights under the 2029 Extension;

AND WHEREAS the expiry date in the Lease is now the 28th day of February 2024;

AND WHEREAS the parties hereto have agreed to enter into this extension of lease (the "**Extension of Lease**") for a further term;

WITNESSETH that in consideration of the covenants herein contained the Landlord hereby demises the Premises unto the Tenant for a further term of five (5) years commencing on the 1st day of March 2024 and ending on the 28th day of February 2029 upon the terms and conditions hereinafter set forth:

The Tenant shall pay to the Landlord by cheque or direct deposit to the financial institution and account designated on Appendix "A" attached hereto, or to such financial institution within Canada designated by the Landlord from time to time, in lawful money of Canada, in equal monthly installments on the last day of the month, without any prior demand therefore as Gross Rent:

Year 1: \$3,074.68 annually plus any applicable taxes.

Year 2: \$3,166.92 annually plus any applicable taxes.

Year 3: \$3,261.93 annually plus any applicable taxes.

Year 4: \$3,359.79 annually plus any applicable taxes.

Year 5: \$3,460.58 annually plus any applicable taxes.

The Landlord agrees to provide the Tenant with the information required under Appendix "A" each time the Landlord designates a new financial institution to receive the Rent.

THE LANDLORD hereby grants the Tenant the right to extend the Lease for two (2) periods of five (5) years each (the “**2034 Extension**” and the “**2039 Extension**” respectively), upon written notice given to the Landlord at least three (3) months prior to the expiry of the then-current term. **For clarity, should the Tenant exercise the above noted rights to extend, the 2034 Extension term shall commence on the 1st day of March 2034 and the 2039 Extension term shall commence on the 1st day of March 2039.** Should the Tenant renew by Renewal of Lease agreement or extend by Extension of Lease agreement, and not exercise any renewal or extension right currently in the Lease, then any renewal or extension rights and all subsequent renewal and extension rights included and the dates, if any, shall be adjusted to reflect the next lease term in the Lease and shall carry forward to the next lease term. Gross Rent payable during the extension terms shall be based upon the then-prevailing fair market gross rental rate for similar term, size and location. If the parties cannot agree on the Gross Rent payable during the extension term at least ninety (90) days prior to the expiry of the then-current term, then the Gross Rent for such applicable extension term will be determined by binding arbitration as outlined below.

Arbitration

In the event that the Tenant renews or extends the Lease pursuant to its rights under the Lease and the parties cannot agree upon a suitable Gross Rent, then the Gross Rent shall be determined by arbitration in the manner set out below.

The arbitration will be conducted by a single arbitrator. Either party (the “**Complainant**”) may initiate arbitration by giving written notice as set out in the Notice provisions of the Lease to the other party (the “**Respondent**”) of the Complainant’s desire to submit an arbitrable dispute to arbitration (the “**Complaint**”). The Complaint shall describe with reasonable particularity the subject matter of the dispute and shall nominate an arbitrator (the “**Proposed Arbitrator**”). The Proposed Arbitrator shall determine the dispute unless, within 10 Business Days of receipt of the Complaint (the “**Response Period**”), the Respondent, by written notice to the Complainant, objects to the appointment of the Proposed Arbitrator. If, within the Response Period, the Respondent objects to the Proposed Arbitrator and the Complainant and the Respondent cannot otherwise agree on the appointment of the arbitrator, the arbitrator may be appointed by a judge of a court of competent jurisdiction upon application of either party. The decision of the arbitrator shall be final and binding as between the parties and there shall be no rights of appeal of any kind. The arbitration and all elements of it shall be kept confidential.

IT IS AGREED that for the purposes of this Extension of Lease, that the following clauses are hereby amended/added to the Lease:

- i) **Section 28 . Notices** of the Lease is hereby deleted and the following is substituted therefor;

“28. Notices

Any notice, statement or request herein required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently and effectually given if signed by or on behalf of the party giving the notice and either mailed by registered prepaid post (return receipt requested), or delivered by hand during normal business hours, in the case of notice to the Landlord at the following address:

Corporation of the Township of Alfred and Plantagenet
Township of Alfred and Plantagenet
205 Old Highway 17
P.O. Box 350
Plantagenet Ontario K0B 1L0
Attn: CAO and Treasurer
Tel: 1-613-673-4797
Fax: 1-877-224-9655

or to the Tenant at the following address:

Jones Lang LaSalle Lease Administration
c/o Canada Post South Central LPP
969 Eastern Avenue 2nd Floor Suite 517-A
Toronto ON M4L 1A5

and a copy to:

Canada Post Corporation
 Real Estate
 2701 Riverside Dr., Suite N0122
 Ottawa ON K1A 0B1
Attn: Manager, Real Estate Transactions

Any such notice given as aforesaid shall be conclusively deemed to have been given and received, if delivered, on the date of such delivery or, if mailed, upon delivery to the addressee by the postal authorities. Any such notice, if sent by facsimile, will be deemed to have been received on the day on which the notice was dispatched. The parties may from time to time by written notice to the other party change the address to which notices are to be mailed or delivered.”

ii) **Section 34. Supplier Code of Conduct** is hereby inserted immediately following section 33 in the Lease;

“34. Supplier Code of Conduct

a. Landlord has read and will at its sole expense conform to the Canada Post Supplier Code of Conduct as from time to time amended at:

https://www.canadapost-postescanada.ca/cpo/mc/assets/pdf/aboutus/sr_guide-lines_en.pdf

b. Landlord is responsible for causing, and at no expense to Canada Post, will cause those third parties engaged by Landlord in the provision of goods/services in relation to the Premises, (the “**Landlord Sub-Contractors**”) to conform to the Canada Post Supplier Code of Conduct.

c. Landlord agrees that Landlord or Landlord Sub-Contractor failure to comply with the Canada Post Supplier Code of Conduct shall constitute a material breach of the Lease establishing Canada Post’s right to terminate the Lease forthwith for cause or on such notice as Canada Post may determine reasonable if not cured to Canada Post’s satisfaction within a reasonable time.”

iii) **Section 35. Security Requirements** is hereby inserted immediately following section 34 in the Lease;

“35. Security Requirements

1. In the event that the Landlord and each of its employees, contractors, subcontractors, agents or other representatives (collectively, the “**Landlord Representatives**”) will **not** hold keys to the Premises, the following provisions apply:

(a) The Landlord hereby attests that the Landlord and each of its employees, contractors, subcontractors, agents or other representatives will not hold keys nor be permitted unescorted access to the Premises. The Landlord also hereby attests that the Landlord and the Landlord Representatives will not have access to the Tenant’s assets and/or mail stored within the Premises.

(b) The Landlord and the Landlord Representatives who require access to the Premises who do not hold a valid Reliability Status or Valid Security clearance issued by Public Works Government Services of Canada (Industrial Security Program), shall complete a security screening process administered by Canada Post Security and Investigation Services.

(c) The Landlord and the Landlord Representatives will not be permitted unescorted access to the Premises.

(d) In emergency circumstances that require access to the Premises, the Landlord or the Landlord Representatives should contact local emergency services and/or Canada Post National Control Centre (613-734-8765).

(e) The deadline for the Landlord being in full compliance with the security requirements set out in this section and in the Lease is thirty (30) days after the signing of the Lease.

(f) Please contact Canada Post Security and Investigation Services at SecurityandInvestigation@canadapost.postescanada.ca for any questions or concerns regarding Canada Post's Security Requirements.

2. In the event that the Landlord and each of its employees, contractors, subcontractors, agents or other representatives (collectively, the "**Landlord Representatives**") **will hold** keys to the Premises, the following provisions apply:

(a) The Landlord shall appoint and maintain at all times during the Term of the Lease, and any extension thereof, a Company Security Officer ("CSO") and an Alternate Company Security Officer ("ACSO") whose duties with respect to the Premises shall include, but not be limited to:

i) ensuring that the Landlord, and each of its employees, contractors, subcontractors, agents or other representatives that require or may be granted access to the Premises from time to time, hold a valid Reliability Status or Valid Security clearance (as described in subsection (b) below) ("Security Clearance") prior to being granted access to the Premises;

ii) identifying all Landlord Representatives who will require access to the Premises, and ensuring that all documentation required to obtain Security Clearance for such personnel is submitted to the Tenant (who has the power and shall be responsible for administering the Security Clearance process, as needed);

iii) providing change of circumstance reports regarding Landlord Representatives with regard to their Security Clearance status;

iv) ensuring that all Landlord Representatives receive a security briefing upon notification of having been granted Security Clearance;

v) ensuring that the CSO and ACSO, and such other Landlord Representatives as may be required by the Tenant from time to time, complete and return the Security Clearance Certificate and Briefing form and the Protection of Mail and Corporate Assets Contractor Declaration form, which shall be made available by the Tenant upon request;

vi) maintaining a valid list of all Landlord Representatives that have Security Clearance, which list will be updated on a quarterly basis and delivered to the Tenant as and when requested;

vii) ensuring that each Landlord Representative's security screening information is safeguarded properly; and

viii) reviewing any other security requirements set out in this Lease and ensuring all Landlord requirements are adhered to.

(b) Canada Post Security and Investigation Services will recognize valid Reliability Status or valid Security Clearance issued by Public Works Government Services of Canada (Industrial Security Program) as meeting the security screening requirements for contractor personnel.

(c) Individuals who require access to the Premises, who do not hold a valid Reliability Status or Valid Security clearance issued by Public Works Government Services of Canada (Industrial Security Program), shall complete a security screening process administered by Canada Post Security and Investigation Services.

(d) Landlord shall ensure that all Landlord Representatives who will have access to the Premises will comply with the Tenant's security procedures.

(e) In emergency circumstances that require access to the Premises within 48 hours, the Landlord or designated CSO or ACSO may grant access to the Premises to an individual that does not have Security Clearance; provided that the individual must be escorted at all times by a Landlord Representative (preferably the CSO or ACSO) who does have Security Clearance (the “**Designated Escort**”). The Designated Escort must not be in a conflict of interest with the escorted individual. For clarity, the individual without Security Clearance being granted access to the Premises in the emergency situation may not be employed or related to the Designated Escort.

(f) If the Landlord or the Landlord Representatives are unable to provide an appropriate Designated Escort, the Tenant may, upon agreement from the Landlord, carry out the work necessary to fulfill the Landlord’s obligations under the Lease and charge the reasonable costs thereof to the Landlord or set them off against Rent.

(g) The deadline for the Landlord being in full compliance with the security requirements set out in this section and in the Lease is thirty (30) days after the signing of the Lease.

Please contact Canada Post Security and Investigation Services at SecurityandInvestigation@canadapost.postescanada.ca for any questions or concerns regarding Canada Post’s Security Requirements.”

- iv) **Section 6. Charges Included Under Rent** of the Lease is hereby amended by adding the following;

“The Tenant shall upon seven (7) days written notice to the Landlord have the option at any time during the Term to have snow removal services performed by the Tenant’s own contractor at the Tenant’s sole cost as it directly affects the use of its Premises.

For clarity, the Landlord shall not charge any snow removal costs to the Tenant in any manner whatsoever, during any period after which the Tenant exercises its option to have snow removal services performed by its own contractor.”

[SIGNATURE PAGE FOLLOWS]

AND OTHERWISE save for the changes herein the Extension of Lease shall include the same covenants, provisos and conditions, including clauses that are personal to the Tenant, so far as they are applicable or not inconsistent, as are in the Lease.

IN WITNESS WHEREOF

The Landlord has executed the Extension of Lease on the _____ day of _____, 2023

- and -

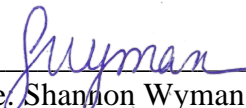
The Tenant has executed the Extension of Lease on the 27th day of November, 2023

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

**CORPORATION OF THE TOWNSHIP OF
ALFRED AND PLANTAGENET**

Per: _____
Name:
Title:

CANADA POST CORPORATION

Per:  _____
Name: Shannon Wyman
Title: Officer, Real Estate Transactions

APPENDIX “A”

LANDLORD AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER

SECTION 1: LANDLORD INFORMATION	
(Please complete ALL sections)	
Tax ID Number	
State of Incorporation	
Landlord Legal Name (Provide Full Legal Name of Company)	
JLL Landlord Number(s)	
Landlord Remittance Address (Street Address)	
Remittance Contact Name (First and Last Name)	
Contact Phone Number	
Email Address (for remittance advice)	

SECTION 2: AUTOMATED CLEARING HOUSE (ACH) INFORMATION																			
Attach Cancelled or Voided Check(Please complete ALL sections)																			
Type of Request	New <input type="checkbox"/> ACH Update <input type="checkbox"/>																		
ACH Routing / Transit / ABA Number	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td> </tr> </table>										#	#	#	#	#	#	#	#	#
#	#	#	#	#	#	#	#	#											
Account Number																			
Type of Bank Account	Checking <input type="checkbox"/> Savings <input type="checkbox"/>																		
Landlord Name on Account (Per W-9)																			
Bank/Institution Name & EFT Contact Name (Required to verify your account)																			
Bank Contact Phone Number Format including area code and country code																			
Bank Contact Email Address																			

Section 3: Authorization / Certification
<p>I certify that the information I provided is correct and that <u>I am an authorized signer or designate of the account provided for direct deposit transactions and am entitled to provide this authorization.</u> I (we) hereby authorize Jones Lang LaSalle to initiate credit entries to the account and financial institution listed above. I (we) further authorize adjusting entries (reversals) solely to correct errors, if any. This authorization is to remain in full force and effect until Jones Lang LaSalle has received written notification from me (us) of its termination in such time and manner as to afford Jones Lang LaSalle and the depository financial institution a reasonable opportunity to act on it. I (we) authorize the financial institution shown above to confirm my (our) account information including account name, account number and account type.</p> <p>I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Name _____</p> <p>Title _____</p>