

LEASE AMENDING AGREEMENT

176 Wellington Street

THIS LEASE AMENDMENT AGREEMENT made this ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE (the
“Landlord”)

and

TERRY HARFORD RMT (the “Tenant”)

WHEREAS The Landlord and Tenant entered into a Lease dated July 1, 2023, for the premises municipally known as 176 Wellington Street, Niagara-on-the-Lake, being approximately 288 square feet of interior space in the basement of the building (the “Premises”).

AND WHEREAS The Lease term expired on June 30, 2024, and the Tenant has continued possession of the Premises pursuant to written holdover agreements between parties.

AND WHEREAS the parties wish to amend the Lease to extend the term and adjust the rent, with all other provisions of the Lease remaining unchanged unless expressly amended herein.

1. EXTENSION OF TERM

- 1.1 The parties acknowledge that the Tenant is currently in possession pursuant to written holdover agreements. The Lease is hereby amended to provide that the Term shall continue and expire on June 30, 2027. (“Extended Term”).
- 1.2 The Tenant shall continue to occupy the Premises on the same terms and conditions as contained in the Lease, except as amended by this Agreement.

1.3 Notwithstanding the foregoing, the Landlord may terminate the Lease at any time during the Extended Term upon providing four (4) months' written notice to the Tenant.

2. RENT

- 2.1. Effective January 1, 2027, the annual Rent payable by the Tenant shall be increased by five percent (5%) over the Rent set out in the existing Holdover Agreement.
- 2.2. The Tenant shall continue to pay Rent in accordance with the payment terms set out in the Lease.

3. CONFIRMATION OF LEASE

- 3.1 Except as expressly modified by this Agreement, all other terms, conditions, covenants, and schedules of the Lease remain unchanged and in full force and effect.
- 3.2 This Agreement forms part of and amends the Lease and shall bind the parties and their successors.

4. COUNCIL APPROVAL

- 4.1 This Agreement is subject to approval and execution by the Lord Mayor and Town Clerk in accordance with the Landlord's delegated authority requirements.

IN WITNESS WHEREOF the parties have executed this lease as of the above date.

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Per:

Gary Zalepa -Lord Mayor

Grant Bivol -Town Clerk

TERRY HARFORD - RMT
