

AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE made this 9th day of March, 2022.

B E T W E E N :

MARKHAM GATE INVESTMENTS LIMITED PARTNERSHIP
(hereinafter the "**Landlord**")

OF THE FIRST PART

- AND -

MARKET FOCUS INC.
(hereinafter the "**Tenant**")

OF THE SECOND PART

WHEREAS:

This Agreement is supplemental to a lease made the 12th day of June, 1997 between the Landlord and the Tenant (the "**Lease**") whereby the Landlord leased to the Tenant, on the terms and conditions therein contained, the premises known as 550 Alden Road, Suites 207 and 210A, Markham, Ontario (the "**Premises**"), and amended by agreements dated September 29, 1998, August 29, 2002, October 24, 2002, December 4, 2002, November 27, 2007, March 21, 2012, December 1, 2014, November 9, 2015, November 28, 2017, and November 26, 2020.

AND WHEREAS by an Amendment of Lease dated November 26, 2020, Section 4, the Tenant was unable to sell its business by March 31, 2021, and the Amendment converted into a one (1) year and three (3) month extension commencing January 1 2021 and expiring March 31, 2022.

AND WHEREAS by a Consent to Transfer Agreement dated September 13, 2021, the Landlord consented to the Transfer of the Lease by virtue of the transfer of control of the Tenant corporation to Ciscom Inc.

AND WHEREAS the Landlord and Tenant have agreed to amend the Lease effective April 1, 2022 (the "**Effective Date**") in order, among other things, to extend the Term of the Lease.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of \$2.00 Dollars that has been paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged.

2. The Landlord and Tenant agree that, as of the Effective Date, the Lease is hereby amended as follows:

(a) Section 1.1(b) ("**Term**") is amended to read:

"Twenty-Five (25) years, seven (7) months"

(b) Section 1.1(d) ("**Expiry Date**") is amended to read:

"March 31, 2023"

(c) Section 1.1 (e) (“**Basic Rent**”) is amended as follows:

“April 1, 2022 to March 31, 2023	\$33,327.75 per annum; \$ 2,777.31 per month; (\$ 9.25 per sq. ft. of the Gross Floor Area of the Premises per annum);”
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3. The Landlord agrees to charge the Tenant for half of the square footage it currently occupies during this one (1) year extension (the “Extension Term”). For clarity, the Premises comprises 3,603 Rentable square feet but during the Extension Term the Tenant will be required to pay Rent on only 1,802 Rentable square feet. The Tenant agrees to only occupy half of the Premises (the “Utilized Portion”) during the Extension Term. The remaining 1,801 Rentable square feet (the “Unutilized Portion”) shall be left empty. During the Extension Term, should the Tenant require more space than the Utilized Portion of the Premises then it shall so notify the Landlord and Rent will thereafter be increased accordingly.

Furthermore, as long as the Tenant is receiving the benefit of reduced Rent as described in this section, the Landlord shall be permitted to offer the Unutilized Portion for lease and should the Landlord desire to lease the Unutilized Portion to others, it shall so notify the Tenant and the Tenant shall have three (3) business days to advise the Landlord that it wishes to reoccupy the Unutilized Portion. If the Tenant fails to notify the Landlord within three (3) business days that it wishes to reoccupy the Unutilized Portion, then the Landlord shall be free to lease the Unutilized Portion to others and the Tenant’s right to reoccupy the Unutilized Portion shall be at an end.

4. The Tenant represents and warrants that it has the full right, power and authority to agree to these amendments to the Lease, and other provisions contained in this Agreement.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

LANDLORD:
**MARKHAM GATE INVESTMENTS LIMITED
PARTNERSHIP**, by its general partner,
MARKHAM GATE INVESTMENTS LIMITED

Per: “Jani Feldberg”
Name: Jani Feldberg
Title: Director and Vice President

I have the authority to bind the Corporation

TENANT:
MARKET FOCUS INC.

Per: “Paul Gaynor”
Name: Paul Gaynor
Title: President

I have the authority to bind the Corporation