

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

BY-LAW NO. 2023-05

**“A BY-LAW TO AUTHORIZE THE MAYOR, CLERK AND PORT GENERAL
MANAGER TO EXECUTE A LEASE AGREEMENT WITH GREENFIELD
GLOBAL INC.”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force;

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

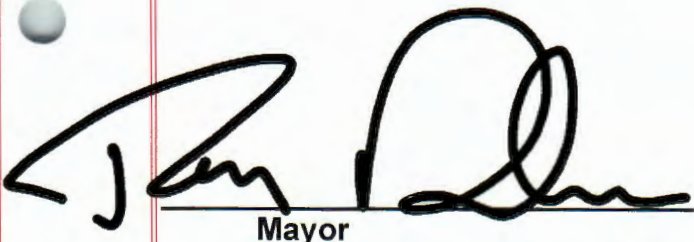
AND WHEREAS the Port Management Committee has recommended that, and Municipal Council deems it desirable to, enter into a lease agreement with Greenfield Global Inc. to utilize the premises and other lands owned by the Port of Johnstown and located in and around 2822 County Rd 2, Johnstown;

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


1. That the Mayor, Clerk and Port General Manager are hereby authorized to execute the lease agreement with Greenfield Global Inc. attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal and Port of Johnstown.
2. That the Greenfield Global Inc. Lease Agreement and its Schedules attached hereto shall form part of this by-law.
3. This by-law will come into force and take effect on February 1, 2023.

Read a first and second time in open Council this 30 day of January, 2023.

Read a third and final time, passed, signed and sealed in open Council this 30 day of January, 2023.



Mayor



Clerk

February 1, 2023, FINAL

THIS LEASE made as of the 1st day of February, 2023.

B E T W E E N:

**THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL, Port of Johnstown Division**

(the “Landlord”)

- and –

GREENFIELD GLOBAL INC.

(the “Tenant”)

ARTICLE 1 DEFINITIONS, EXHIBITS AND INTERPRETATION

1.1 Definitions.

In this Lease, the following defined terms have the meanings set forth for them below or in the section of this Lease indicated below:

- (a) “Additional Rent” has the meaning set forth in Section 3.2.
- (b) “Affiliates” means, with respect to any Person, any Person that is a parent or subsidiary of the other or both are subsidiaries of the same Person or each of them is controlled by the same Person. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise.
- (c) “Alterations” has the meaning set forth in Section 4.1.
- (d) “Basic Rent” has the meaning set forth in Section 3.1.
- (e) “Building” means the building in which the Premises are located known municipally as 2822 County Road 2, Johnstown, Ontario, K0E 1T1.
- (f) “Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (g) “Business Taxes” means
 - (i) every tax, sales tax, duty, levy, assessment, goods and services tax, harmonized sales tax or license fee which is levied, rated, charged or assessed against or in respect of any and every business carried on from the Premises, or the payment or receipt of rent by Tenant, or in respect of the use or occupancy thereof or any other part of the Premises by Tenant whether invoiced to Tenant or Landlord on account of its ownership thereof or interest therein.
- (h) “Casualty” means any loss of or damage to any property included within the Premises.
- (i) “Claims” has the meaning set forth in Section 10.1.
- (j) “Commencement Date” means February 1, 2023.

- (k) “Costs” hereunder shall mean all reasonable costs and expenses incurred by a Person, including without limitation, reasonable solicitors’ fees and expenses, transaction disbursements, court costs and brokerage fees, as the circumstances require.
- (l) “Default Rate” means a fluctuating rate per annum, adjustable on the day of any change in the Prime Rate, equal to the Prime Rate plus two percent (2%) per annum, or if such rate shall be in excess of the highest rate of interest permitted by applicable Laws, then at the highest rate permitted by such Laws.
- (m) “Environmental Laws” means all applicable federal, provincial, municipal, regional and local laws, including common law and all statutes, by-laws, rules and regulations and all orders, directives and decisions rendered by, and policies, instructions, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency relating to the protection of the environment or occupational health and safety including, those pertaining to reporting, licensing, permitting, investigation, remediation and clean up or other remediation or corrective action in connection with any presence, release, discharge, escape or disposal or threat of same of any Hazardous Substances or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling or containment of any Hazardous Substances, as amended and as in effect from time to time and any successor statutes and regulations to the foregoing.
- (n) “Event of Default” has the meaning set forth in Article 14.
- (o) “Force Majeure” means any cause or causes which the party claiming Force Majeure is, despite its reasonable commercial efforts, unable to prevent or overcome, including but not limited to acts of god, strikes, lock-outs, walkouts or other labour disputes, shortages of labour or materials, failure of power, restrictive governmental laws or regulations, riots, civil strife, war, insurrection, or acts of a public enemy, or other reason of a like nature but specifically excluding the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law, lack or insufficiency of money, failure to make payment of monies (unless banking services in Canada are affected) or provide required security, or the insolvency or bankruptcy of the party claiming Force Majeure.
- (p) “Hazardous Substance” means any of (i) all chemicals, materials, contaminants, wastes and substances defined as or included in the definition of “contaminants”, “wastes”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, or “Pollutants”, or words of similar import under any applicable Environmental Laws; and (ii) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, radioactive materials, urea formaldehyde based substances, asbestos and asbestos-containing materials in any form, lead-based paint, polychlorinated biphenyls (“PCBs”), and substances and compounds containing PCBS, or dioxins of any kind.
- (q) “Improvements” means lighting fixtures or other improvements installed or constructed upon the Premises as of the Commencement Date and all items generally considered as leasehold improvements, including, without limitation, all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of Tenant, or any previous occupant of the Premises, in the Premises, but “Improvements” shall exclude Tenant Equipment.
- (r) “Land” or “Lands” means the real property known municipally as 2822 County Road 2, Cardinal, Ontario, K0E 1T1 and legally described in PIN 68155 – 0739 (LT) and incorporated herein by this reference, all encumbrances, easements, rights-of-way and other appurtenances to such real property.

(s) “Landlord” means **THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL, Port of Johnstown Division** and its successors and assigns.

(t) “Landlord’s Address” means:

3035 County Rd. #2
Johnstown, Ontario
K0E 1T1

Attention: Robert Dalley, Port Manager

Email: rdalley@portofjohnstown.com

(u) “Landlord’s Work” means the work described in Exhibit C.

(v) “Laws” means any and all present or future federal, provincial or local laws (including common law), statutes, ordinances, rules, regulations, orders, decrees or requirements of any and all governmental or quasi-governmental authorities having jurisdiction. The term “Laws” shall include all Environmental Laws and any requirements under agreements with any and all governmental or quasi-governmental authorities having jurisdiction affecting the Premises.

(w) “Net Proceeds” means the net proceeds of insurance resulting from any Casualty after application to payments required under Section 9.5 as applicable in the circumstances.

(x) “Operating Costs” means without duplication the total cost, expense and capital outlay incurred, accrued or attributed by the Landlord for complete operating, maintaining, replacing and repairing the Building and the Lands or allocated by the Landlord to the Lands and Building and for services provided generally to the tenants and all components thereof and all improvements of the Landlord thereon or therein and all other costs and expenses for maintaining, operating, managing and administering the Lands and Building, acting reasonably and in accordance with generally accepted accounting principles and calculated as if the Building were one hundred percent (100%) occupied during the Term, including, without limiting the generality of the foregoing the following;

(i) heating, ventilating, air conditioning and humidity control of the Building and fire sprinkler maintenance and monitoring, if any, and/or alarm monitoring, if any, of the Building;

(ii) all insurance which the Landlord obtains in connection with the Building;

(iii) maintenance, repairs and replacements of a non-capital nature of the Building and all machinery, equipment, facilities, systems and fixtures located therein including without limitation any maintenance, repairs and/or replacement of the two (2) heaters located in the warehouse portion of the Building and affixed to the ceiling (being model # PDP200AED130SBAN and LF24-250A-3 and HD30AS0111FBAN) and the one (1) heater located in the pump room (being model # HD 30AS0111FBAN (30,000 BTU)) but subject to the provisions of Section 6.2;

(iv) all costs in the nature of Operating Costs in respect of areas, services and facilities outside the Building, such as sidewalks, off-site utilities and other service connections, and in respect of areas, services and facilities shared by users of the Building and users of any other property, to the extent the Landlord performs or contributes to the same as a result of its ownership of the Building;

(v) engineering, accounting, legal and other consulting and professional services related to the operation of the Building and any

statements provided by the Landlord to the Tenant in accordance with the provisions of this Lease;

Operating Costs, however, shall be reduced by proceeds of insurance and damages received by the Landlord from third parties to the extent of costs otherwise included in Operating Costs to the extent actually received by the Landlord and shall exclude the following:

- (A) repair and replacement resulting from inferior or deficient workmanship, materials or equipment as a result of construction, negligently undertaken, by the Landlord or those for whom the Landlord is responsible, including but not limited to any hidden defects;
- (B) leasehold improvement costs from other rentable premises in the Building and costs relating to tenant inducements, allowances or similar expenses, or related to leasing premises in the Building to other tenants;
- (C) interest on the capital retirement of debt;
- (D) all leasing expenses, real estate brokers fees, leasing commission, inducements, marketing, advertising, space planners fees, rent free periods, market studies, appraisals, legal and other expenses of a similar nature, improvements to vacant and leaseable space in the Building;
- (E) repairs, maintenance, renovations, replacements and improvements done for the direct account of other tenants;
- (F) any increase in insurance premiums resulting from any special uses in the Building by other tenants;
- (G) the cost of any financing obtained by the Landlord, and the cost of any financing already taken by the Landlord including any related interest charges, and any related legal, accounting or other professional fees incurred by the Landlord in connection with such financing;
- (H) cost of penalties incurred by the Landlord due to Landlord acts or omission, or those the Landlord is legally responsible;
- (I) any loss attributable to bad debt, loss of rentals;
- (J) all maintenance, repairs and replacement of whatsoever nature on the Second Floor (as defined) or outside of the Premises, including but not limited to any heating systems located on the Second Floor of the Building, unless heating systems are installed on the Second Floor by the mutual agreement of the parties in which case a maintenance, repair and replacement plan shall be agreed as part of such installation between the parties;
- (K) maintenance, repairs and replacement of a capital nature in respect of the roof (including its membrane), foundation, floors, permanent exterior walls and support columns of the Building; and
- (L) maintenance, repairs and replacement of a capital nature other than those set out in Section 1.1(K) above, including without limitation in respect of gas piping, plumbing, electrical or other mechanical systems; for greater certainty expenditures greater than \$5,000 + HST shall prima facie be considered to be expenses that are capital in nature and expenditures of or less than \$5,000 +

HST shall prima facie be considered to be non capital expenditures for the purposes of this subsection.

- (y) “Person” means an individual, partnership, limited liability company, association, corporation or other such entity.
- (z) “Premises” means: (i) the first floor of the Building and all Improvements being approximately 3000 square feet; (ii) the Second Floor (as defined below); (iii) the warehouse portion of the Building and all Improvements being approximately 17,500 square feet; and (iii) parking area #1 and #2 as depicted on Exhibit A herein.
- (aa) “Prime Rate” means the floating annual rate of interest established from time to time by Royal Bank of Canada, 90 Sparks Street, Ottawa, Ontario, as its reference rate for determining its rate of interest on Canadian Dollar commercial loans in Canada to its most creditworthy customers provided, however, that in the event Royal Bank of Canada no longer publishes such rate, Landlord shall select a comparable reference for purposes of determining the Prime Rate.
- (bb) “Rent” means Basic Rent, Additional Rent and all other amounts required to be paid by Tenant under this Lease including Second Floor Rent and Additional Second Floor Rent, to the extent Second Floor Rent and Additional Second Floor Rent becomes payable hereunder.
- (cc) “Sales Taxes” means any business transfer tax, value added tax, sales tax, multi-stage sales tax, harmonized sales tax, or any other tax levied, rated, charged or assessed now or in the future upon Landlord in respect of Rent or other payments payable by Tenant under this Lease or in respect of the rental or tenancy of the Premises by Tenant under this Lease or the goods and services provided by Landlord hereunder.
- (dd) “Second Floor” means the second floor of the Building and all Improvements being approximately 3000 square feet;
- (ee) “Second Floor Rent” has the meaning set forth in Section 17.2;
- (ff) “Tax Year” has the meaning set forth in Section 7.2.
- (gg) “Taxes” means all taxes, rates, levies, fees, duties, assessments, special assessments and charges (including local improvement taxes and similar levies and charges) that are imposed, levied, rated, charged or assessed upon or with respect to the Premises, the Tenant Equipment, or the personal property used in operating the Premises, and all taxes, levies and charges which may be assessed, levied or imposed in replacement of all or any part of the above, and any taxes charged in respect of the rents and other charges payable by Tenant, or the Tenant Equipment or personal property used in the Premises.
- (hh) “Tenant” means Greenfield Global Inc., its permitted successors and assigns.
- (ii) “Tenant Equipment” means Tenant’s personal property (including chattels, equipment, and inventory), trade fixtures, and equipment not in the nature of fixtures.
- (jj) “Tenant’s Address” means:

141 Commerce Drive
Johnstown, Ontario K0E 1T1

Attention: Brendan Bland

Email: Brendan.Bland@greenfield.com

With a copy to : legal@greenfield.com
- (kk) “Term” means the period commencing on the Commencement Date and continuing for a period of five (5) years thereafter unless terminated earlier as provided herein,

together with two (2) three (3) year option to extend the Term on the conditions specified herein this Lease, if the options are exercised by the Tenant.

- (II) “Transfer” has the meaning set forth in Section 11.1.

1.2 Headings and Exhibits.

The headings, subheadings, and any marginal notes contained in this Lease and the table of contents preceding this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease. The Exhibits to this Lease form part of this Lease as if incorporated in the body of the Lease.

1.3 Applicable Law.

This Lease shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.4 Obligations as Covenants.

Each obligation or agreement of Landlord or of Tenant contained in this Lease, even though not expressed as a covenant, is considered for all purposes to be a covenant.

1.5 Severability.

If any covenant, obligation or agreement contained in this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

1.6 Covenants Independent.

Each covenant contained in this Lease is considered for all purposes to be a separate and independent covenant, and a breach of a covenant by either Landlord or Tenant will not discharge or relieve the other party from its obligation to perform each of its covenants.

1.7 Currency.

All reference to currency in this Lease shall be deemed, unless the context otherwise requires, to be a reference to lawful money of Canada.

1.8 Entire Agreement.

The Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the subject matter hereof. No subsequent modification, waiver or amendment under this Lease shall be binding upon Landlord or Tenant unless in writing and signed by the proper signing officers of each party. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and have each fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

1.9 Calculations.

Except as otherwise expressly provided herein, all calculations required or permitted under this Lease shall be made on the basis of generally accepted Canadian accounting principles and practices as commonly used in the real estate industry in Canada, applied on a consistent basis.

1.10 Statutory References.

All references herein to statutes, by-laws and other legislative enactments, or any part or parts thereof, include such statutes, by-laws and enactments as they may be amended or re-enacted from time to time and all statutes, by-laws and enactments passed in substitution thereof.

1.11 No Waiver.

No waiver of any provision of this Lease will be implied by any failure of Landlord to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver will affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

ARTICLE 2 DEMISE

2.1 Demise.

Subject to the terms, covenants, conditions and provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term.

2.2 Quiet Enjoyment.

Landlord covenants that, during the Term, Landlord will not disturb Tenant's quiet and peaceful possession of the Premises, subject, however, to: (a) the terms and conditions of this Lease; and (b) any other matter created or consented to by Tenant.

2.3 Second Floor.

The parties acknowledge and agree that, despite the fact that the Second Floor of the Building has been demised to the Tenant, the physical condition of the Second Floor of the Building is such that it is not fit for occupancy as an office and/or storage space as at the Commencement Date. The Tenant acknowledges and agrees that it is responsible for restricting access during the Term and any renewal thereof to the Second Floor of the Building because of its present condition as at the Commencement Date. The parties agree that if the Tenant wishes to occupy the Second Floor of the Building during the Term of this Lease as an office and/or storage space, that it will provide reasonable written notice in advance of its intention to so occupy the Second Floor and that the commercial terms relating to such occupancy as an office and/or storage space are referenced at Section 17.3 hereof.

ARTICLE 3 RENT AND SECURITY DEPOSIT

3.1 Payment of Basic Rent.

Tenant shall pay to Landlord, yearly and every year during the Term an annual basic rent in Canadian dollars (the "**Basic Rent**") for the Term by consecutive equal monthly installments, the first of such installments to be paid on the Commencement Date, and subsequent installments on the first day of each month thereafter during the Term of this Lease calculated based on the Rent schedule attached hereto as Exhibit B.

The Tenant agrees to pay Sales Tax in addition to all Rent payments.

3.2 Net Lease; Additional Rent.

It is the intent of the parties that the Basic Rent provided in this Lease will be a net payment to Landlord, that this Lease shall be absolutely net to Landlord and that Landlord will not be required to pay any costs or expenses or provide any services in connection with the Premises except as otherwise set out herein, and Tenant will bear all costs and expenses relating to the Premises. Accordingly, Tenant covenants and agrees to pay in addition to Basic Rent, all costs and expenses which are incurred in respect of the operation, maintenance, repair, administration and supervision of the Land and Buildings except as otherwise set out herein (collectively, "Additional Rent"), including, without duplication or limitation: (a) Taxes; (b) Business Taxes; and (c) Operating Costs. For greater certainty herein, all maintenance, repairs and replacements of a structural nature shall be considered capital expenses, which shall be the responsibility of the Landlord and completed at the Landlord's cost.

3.3 Place of Payment.

All Rent will be paid to Landlord in lawful money of Canada, by wire transfer, ACH or by cheque, at Landlord's Address or to such other Person or at such other place as Landlord may from time to time designate by notice to Tenant.

3.4 Rent-Adjustment for Partial Months.

If the Commencement Date is not on the first day of a calendar month, or the last day of the Term is not the last day of a calendar month, then Rent for such month shall be pro-rated on a per diem basis based upon a period of 365 days.

3.5 Security Deposit

To secure the prompt and faithful payment of the Rent in this Lease reserved and the faithful performance by the Tenant of all of the other covenants and conditions herein contained on the Tenant's part agreed to be performed, the Tenant shall concurrently with the execution of this Lease, deposit with the Landlord by negotiable cheque, wire transfer or ACH the sum of \$12,000.00 to be applied against Rent and HST (herein called the "Security Deposit"). In the event that the Tenant defaults in the payment of Rent herein reserved or fails to perform any of the other covenants or conditions herein contained on the Tenant's part to be performed, the Landlord shall have the right to apply the Security Deposit or any portion thereof toward the curing of said default or failure. In the event of any such application by the Landlord, the Tenant shall, upon demand of the Landlord, forthwith deposit with the Landlord a sufficient amount of cash to restore the Security Deposit to the original amount thereof, and the Tenant's failure to do so within ten (10) days after receipt of such demand from the Landlord shall carry with it the same consequences as failure to pay any installment of Rent due under this Lease. In the event that this Lease shall be terminated for any reason other than default upon the part of the Landlord or damage or destruction to the Premises or expropriation (in any of which events the Security Deposit, less any portion thereof which may have been utilized by the Landlord to cure any default or applied to damages suffered by the Landlord shall be refunded to the Tenant), the Landlord shall have the right to retain the Security Deposit until the expiration of the Term by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of the Landlord may be ascertained. At the expiration of the Term or earlier termination of the Lease, the Landlord shall return to the Tenant the Security Deposit less any portion thereof which may have been properly utilized by the Landlord to cure any default or applied to the last month's Rent or any damages suffered by the Landlord as a result of a Tenant default.

ARTICLE 4 ALTERATIONS, IMPROVEMENTS AND SIGNAGE

4.1 Alterations.

The Tenant shall make no significant changes, additions, alterations or leasehold improvements in or to the Premises or any part thereof (collectively, "Alterations"), without Landlord's prior written consent, which shall not be unreasonably withheld or delayed, and Tenant shall not demolish or destroy the whole or any part of the Premises. Alterations shall be considered significant if the cost thereof shall exceed \$3,000.00, or if they involve structural, electrical or mechanical changes.

4.2 Improvements.

Provided Tenant is not then in default under this Lease, Tenant shall have, at any time, the right to remove Tenant Equipment and Tenant's other personal property, provided that Tenant repairs, at its own expense, any damage to the Premises caused by such removal. All Improvements installed other than those Improvements that are installed or constructed by the Tenant as at the Commencement Date are and remain the absolute property of the Landlord, free and clear of any liens or encumbrances. Tenant shall also have the right, but not the obligation, to remove those Improvements installed or constructed upon the Premises by Tenant, if any, as of the Commencement Date, provided that Tenant repairs, at its own expense, any damage to the Premises caused by such removal. In the event that Tenant does not remove the Improvements that the Tenant installed or constructed upon the Premises on or after the Commencement Date then such Improvements shall become the absolute property of Landlord, free and clear of any liens or encumbrances.

4.3 Signage

Tenant may, at its own expense, subject to Landlord's consent in writing in advance, erect signage at the Premises in a good and workmanlike manner, subject to all applicable Laws. Upon expiry of the Term, Tenant shall be responsible for the cost of removal of such signage and repair of any damage caused by such removal.

ARTICLE 5 USE AND OCCUPANCY

5.1 Use.

Tenant shall use the Premises only for an office and warehouse and for no other purpose without the express prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

5.2 Compliance.

Tenant shall comply with all Laws applicable to the Premises and will keep and maintain the Premises in compliance with all applicable Laws.

5.3 Not to Cause a Nuisance or Waste.

Tenant covenants that it will not do or omit to do and will not permit to be done or omitted to be done, anything upon or in respect of the Premises, the doing or omission of which (as the case may be) shall be or result in a nuisance or an act of waste.

5.4 Environmental Matters.

Tenant agrees to comply with all Environmental Laws which may be applicable to the Premises. Without limiting the foregoing, Tenant shall not cause or permit or allow any Hazardous Substance to be brought upon, kept, used, or released in, under, from or about the Premises in violation of Environmental Laws. Tenant shall advise Landlord of any releases by the Tenant and with respect to any inspection, visit, investigation or inquiry initiated or carried out by any regulatory authority or any claim made or threatened by any person against Landlord and/or Tenant or the Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substance.

5.5 Licence

The Tenant, its employees, licensees and invitees and all persons lawfully requiring communication with the Tenant shall have free and uninterrupted access to the Premises, the Lands and any parking area provided by the Landlord pursuant to this Lease, at all times, together with the right of the Tenant, its employees, licensees and invitees and all persons lawfully requiring communication with the Tenant, in common with the other tenants to use the common areas as from time to time are made available by the Landlord to the Tenant, subject to the reasonable rules and regulations as may be promulgated from time to time by the Landlord.

ARTICLE 6 UTILITIES AND REPAIRS

6.1 Utilities.

Tenant shall pay in a timely manner all water, sewer, electricity, gas, telephone or other communications, and any other utility charges related to the Premises. The Tenant shall obtain accounts for all utilities directly with said suppliers.

6.2 Maintenance, Repair and Replace.

Tenant shall at all times conduct all non-capital maintenance, repair and if necessary, replacements on the Premises including doors, hardware and plate glass. Landlord shall be responsible for the conduct of, and payment of expenses relating to, all capital maintenance, repairs and replacements with respect to the Lands and Building, including the Premises. All repairs, maintenance and replacements shall be done with reasonable dispatch and in good and workmanlike manner, so as to keep the Lands, Building and Premises in good condition and repair.

Tenant shall take every other action reasonably necessary or appropriate for the preservation and safety of the Premises. The Tenant shall also be responsible to arrange and pay for all snow removal for the Premises including for the avoidance of any doubt parking area #1 and parking area #2 shall be used to pile the snow, garbage removal, and landscaping throughout the Term and the Tenant covenants to retain competent contractors to complete the foregoing on a regular basis throughout the Term. Any failure to comply with the foregoing requirements shall be considered an Event of Default by the Tenant herein. Further, the Tenant shall be responsible for maintaining and repairing the HVAC system to be installed in the Premises as set out in Exhibit C throughout the Term at its sole cost and expense, provided that Landlord shall cooperate with Tenant regarding repairs covered by any warranty. The Tenant shall furnish proof of compliance with the covenants in this Section 6.2 upon demand from the Landlord. Subject to the provisions set out in Exhibit C major repair or necessary installation or replacement of the HVAC system located in the Premises shall be completed by the Landlord and the cost thereof, amortized over the life of the HVAC systems, shall be charged to the Tenant as Additional Rent.

The Tenant shall further be responsible for all maintenance of the barred area of the Right of Way (as defined in Section 17.1 herein) shown in exhibit A, which shall include, without limitation, all snow removal and grass cutting and weed control/management. If the Tenant fails to maintain the Right of Way as described herein, the Landlord shall be entitled to enter the Lands to complete same and charge the Tenant such costs as Additional Rent herein.

ARTICLE 7 TAXES AND SALES TAXES

7.1 Payment of Taxes.

Subject to Section 7.5, Landlord has obtained confirmation from the property tax assessing authority that the Tenant may select to pay property tax for the Premises on a monthly basis provided that Tenant will be responsible for making arrangements directly with the assessing authority's property tax services to make the necessary arrangements prior to the Commencement Date. Tenant agrees to pay such Taxes as invoiced for the Term of the Lease directly to the taxing authority. Tenant shall in addition to its obligation to pay property tax so invoiced by the taxing authority also pay all special assessments and other like impositions amortized over the life of the Improvement levied or imposed for Improvements installed in the Premises and assessed during the Term as Additional Rent, provided Tenant may appeal or contest any such special assessments and other like impositions in respect of Taxes.

7.2 Proration at Commencement and End of Term.

If the Term expires or otherwise terminates on other than the last day of a twelve (12) month period for which Taxes are assessed (a "Tax Year"), Taxes for the Tax Year in which the Term ends will be prorated between Landlord and Tenant, based on the most recent levy and most recent assessment. Such proration will be subsequently adjusted when the actual bills for Taxes for the Tax Year in which the Term ends become available. If the Term commences on other than the first day of a Tax Year, Taxes for the Tax Year in which the Term commences will be prorated between Landlord and Tenant when the actual bills for Taxes for the Tax Year in which the Term begins become available. The covenants set forth in this Section 7.2 shall survive the expiration or termination of the Term.

7.3 Sales Taxes.

Tenant shall throughout the Term, pay when due all Sales Taxes directly to Landlord. If in the event that any amount becomes payable by Tenant to Landlord as a result of a breach, modification or termination of this Lease, said amount payable shall be increased by an amount equal to any applicable Sales Taxes (including, without limitation, any goods and services tax) and Tenant shall pay such increased amount.

7.4 Business Taxes and Other Taxes of Tenant.

In addition to the Taxes payable by Tenant as hereinbefore set out, Tenant shall, pay to the lawful taxing authorities, or as Additional Rent to Landlord if Landlord is invoiced therefor by the taxing authority having jurisdiction, and shall discharge when the same become due and payable, all Business Taxes to the extent same may constitute a lien upon the Premises or

for which Landlord may become liable, and whether in any case any such Business Taxes are rated, charged or assessed by any federal, provincial, municipal or other body during the Term.

7.5 Realty Taxes

- (a) Landlord may defer payment of realty taxes, or defer compliance of any relevant law in connection with the levying of any such realty taxes, in each case, to the fullest extent permitted by law, so long as it shall diligently prosecute any contest, appeal or assessment on which such tax is based. Tenant shall cooperate with Landlord in respect of any such contest, appeal or assessment and shall provide Landlord with all relevant information, documents and consents required by Landlord.
- (b) Tenant may, with the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed appeal or contest the assessment of realty taxes in respect of the Premises, in each case, to the fullest extent permitted by law, so long as it shall diligently prosecute any contest, appeal or assessment on which such tax is based. Tenant will keep Landlord informed of its progress from time to time and upon the request of Landlord. Landlord shall cooperate with Tenant in respect of any such contest, appeal or assessment and shall provide Tenant with all relevant information, documents and consents required by Tenant.

ARTICLE 8 INSURANCE

8.1 Tenant's Insurance - Maintenance of Policies.

Tenant shall maintain the following insurance on or in connection with the Premises at Tenant's expense:

- (a) Insurance against physical loss or damage to the Improvements installed or constructed upon the Premises by Tenant as of the Commencement Date and Tenant Equipment as provided under a standard "All Risk" property policy including but not limited to flood (if the Premises are in a flood zone) and earthquake coverage, in amounts not less than the actual replacement cost of the same;
- (b) Commercial general liability insurance against claims for personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Premises, in an amount not less than \$5,000,000.00 per occurrence/annual aggregate and all other coverage extensions that are usual and customary for properties of this size and type; provided, however, that Landlord shall have the right to require such higher limits as may be reasonable and customary for properties of this size and type; and
- (c) Such other insurance on or in connection with any of the Premises as Landlord may reasonably require, which at the time is commonly obtained in connection with properties similar to the Premises.

The insurance to be maintained by the Tenant shall be that which would be carried by reasonably prudent tenants of premises similar to the Premises.

8.2 Landlord's Insurance

Subject to its general availability, the Landlord shall effect and maintain during the Term:

- (a) "all risks" property insurance which shall insure the Lands and Building (other than any Improvements) on a full replacement cost basis against loss or damage by perils now or hereafter from time to time embraced by or defined in a standard all risks insurance policy;
- (b) equipment breakdown insurance on objects defined in a standard comprehensive equipment breakdown policy against accidents as defined therein;
- (c) commercial general liability insurance covering claims for personal injury and property damage arising out of all operations in connection with the management and administration

of the property in an amount not less than \$5,000,000.00 per occurrence/annual aggregate; and

- (d) such other coverage, or increases in the amount of coverage, as the Landlord may consider necessary.

The insurance to be maintained by the Landlord shall be that which would be carried by reasonably prudent owners of properties similar to the Lands.

8.3 Insurance Providers.

The insurance policies required by Section 8.1 shall (a) name Landlord as additional insured, and (b) contain an agreement by the insurer to give at least thirty (30) days' prior written notice to all additional insureds of any intention to cancel, cause to lapse, materially diminish or deny coverage. If such insurance or any part thereof shall expire, be withdrawn, become void, voidable, unreliable or unsafe for any reason, including a breach of any condition thereof by Tenant or the failure or impairment of the capital of any insurer, Tenant shall immediately obtain new or additional insurance in accordance with this Lease. Tenant covenants and agrees that certificates of insurance for all insurance required to be maintained by it pursuant to this Article 8 shall be delivered to Landlord upon request by Landlord to Tenant. If Tenant fails to take out or keep in force any policy of insurance referred to in Section 8.1 hereof, Landlord may do so and pay the premium and in that event, Tenant will pay to Landlord the amount so paid as Additional Rent and it will be due and payable on the first day of the month following the payment by Landlord.

The insurance policies required by Section 8.2 shall (a) name Tenant as additional insured and (b) contain an agreement by the insurer to give at least thirty (30) days' prior written notice to all additional insureds of any intention to cancel, cause to lapse, materially diminish or deny coverage. If such insurance or any part thereof shall expire, be withdrawn, become void, voidable, unreliable or unsafe for any reason, including a breach of any condition thereof by Landlord or the failure or impairment of the capital of any insurer, Landlord shall immediately obtain new or additional insurance in accordance with this Lease. Landlord covenants and agrees that certificates of insurance for all insurance required to be maintained by it pursuant to this Article 8 shall be delivered to Tenant upon request by Tenant to Landlord. If Landlord fails to take out or keep in force any policy of insurance referred to in Section 8.2 hereof, Tenant may do so and pay the premium and in that event, Landlord will pay to Tenant the amount so paid and Tenant shall have the right to set off all Rent payments or any other amount due to Landlord against any and all amounts due to Tenant by Landlord under this Section.

8.4 Premiums.

Each party shall pay as they become due all premiums for the insurance required by Article 8, shall renew or replace each policy and shall promptly deliver to the other party at its request certificates of the insurance policies evidencing the existence of all policies.

8.5 Compliance with Policy Terms.

Each party shall promptly comply with and conform to: (a) all provisions of each insurance policy required by this Article 8; and (b) all requirements of the insurers thereunder applicable to Landlord, Tenant or the Premises or to the use, manner of use, occupancy, possession, operation maintenance, alteration or repair of the Premises in accordance with the terms of this Lease.

8.6 Waivers.

All policies of Tenant shall contain effective waivers by the carrier against all claims for insurance premiums against Landlord and its mortgagee and contain full waivers of subrogation against Landlord and its mortgagee.

All policies of Landlord shall contain effective waivers by the carrier against all claims for insurance premiums against Tenant and contain full waivers of subrogation against Tenant.

8.7 Use Not To Affect Insurance.

Tenant covenants and agrees that it will not do or permit or omit to be done anything upon the Premises or the Lands or any part thereof whereby any insurance policy shall be impaired or cancelled or the Premises rendered uninsurable.

ARTICLE 9 DAMAGE OR DESTRUCTION

9.1 Effect of Damage.

During the Term, if any Casualty occurs, Tenant shall give Landlord prompt notice thereof. Except where a Casualty is the result of Tenant's wilful misconduct or gross negligence, Landlord shall be responsible, at its sole expense (but subject to any insurance proceeds received therefor), to promptly undertake the repair and restoration of the affected portion(s) of the Premises, including all affected Improvements, to at least their condition existing prior to the Casualty, and Rent shall abate from the date of the Casualty during the period of such repair, in proportion to the portion of the Premises rendered unusable by Tenant. In the event of any such Casualty, Tenant shall be responsible, at its sole expense (but subject to any insurance proceeds received therefor) to promptly undertake the repair and restoration of Tenant Equipment. Where a Casualty is the result of Tenant's wilful misconduct or gross negligence, Rent shall not abate and Tenant shall also be responsible at its sole expense (but subject to any insurance proceeds received therefor), to promptly undertake the repair and restoration of the affected portion(s) of the Premises, including all affected Improvements to at least their condition existing prior to the Casualty.

9.2 Effect of Destruction - Premises.

In the event of a Casualty which destroys or damages a portion of the Premises equal to 30% or greater of the usable area thereof, or which cannot be repaired within 120 days, each as determined by an independent architect jointly retained by Landlord and Tenant, or in the event the Casualty occurs within the last twelve (12) months of the Term, either Landlord or Tenant shall have the option of terminating this Lease upon 30 days prior written notice delivered to the other party within 30 days of the damage or destruction. All Rent and other charges hereunder shall be apportioned and adjusted between the parties taking into consideration the remaining usable area as of the date of destruction or damages and no Rent or other charges shall be payable as of the effective date of such termination.

9.3 Damage to Building.

If twenty-five (25%) percent or more of the Building is damaged or destroyed by any cause whatsoever, whether or not there is any damage to the Premises, the Landlord may, at its option, by notice given to the Tenant within sixty (60) days after such occurrence, terminate this Lease on a date not less than thirty (30) days and not more than one hundred eighty (180) days after the giving of such notice. In the event of such termination Tenant shall surrender vacant possession of the Premises by not later than the said date of termination, and the Rent shall be apportioned and adjusted between the parties taking into consideration the remaining usable area as of the date of destruction or damages and no Rent or other charges shall be payable as of the the effective date of termination. If the Landlord does not so elect to terminate this Lease, the Landlord shall diligently proceed to repair and rebuild the Building to the extent of insurance proceeds which the Landlord receives or would have received had it maintained such insurance as required. In the event that the Tenant is unable to use its Premises, in whole or in part, as a result of the damage described in this paragraph (i.e. as a result of impaired access, damaged common use facilities and equipment such as HVAC, etc.), Rent shall abate, taking into consideration the remaining usable area, if any, from the date of the damage during the period of such repair until such time as the Tenant is again able to use its Premises.

9.4 Insurance Proceeds.

In the event of a Casualty Landlord and Tenant shall cooperate in adjusting, collecting and/or compromising, all claims under any of the insurance policies required by Article 8 (except public liability insurance claims payable to a Person other than Tenant or Landlord) and shall jointly execute and deliver all necessary proofs of loss, receipts, vouchers and

releases required by the insurers. No decision to prosecute or contest any such claim, adjustment, settlement or compromise shall be made except with the written consent of both parties, each acting reasonably. All proceeds of any insurance required under Article 8 (excluding liability insurance claims payable to third parties) shall be payable to Landlord and Tenant jointly. Each insurer is hereby authorized and directed to make payment under such policies, including return of unearned premiums, directly to Landlord and Tenant jointly.

9.5 Application of Insurance Proceeds.

Any insurance proceeds shall be applied first to reimburse Landlord and Tenant for all costs and expenses, including reasonable solicitors' fees, incurred by each in connection with the collection of such insurance proceeds. The balance of any insurance proceeds received with respect to an insured Casualty which does not fall within Section 9.2 shall be used to pay for repairs, reconstruction, restoration or replacements necessitated by the Casualty, proportionately as required to the costs of repair which are the responsibility of each party as set out in Section 9.1. Any Net Proceeds of a Casualty remaining after restoration of the Premises shall be retained by each party in the same proportions, to be used as each party sees fit. In the event of a termination of the Lease as set out in Section 9.2, insurance proceeds payable as a result of the Casualty shall be paid directly to Landlord in the proportion which the value of the damage to the Premises (excluding Tenant Equipment) is to the value of all damage suffered as a result of the Casualty. Similarly, insurance proceeds payable as a result of the Casualty shall be paid directly to Tenant in the proportion which the value of the damage to Tenant Equipment is to the value of all damage suffered as a result of the Casualty.

ARTICLE 10 WAIVERS AND INDEMNITIES

10.1 Waiver and Indemnification.

Each party shall indemnify, defend and hold harmless the other and its subsidiaries and affiliates and their respective officers, directors, employees, mandataries, agents, successors and assigns from and against all Costs, expenses, payments, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever incurred by the other party in connection with the breach of the Lease by a party or in connection with any third party claims for bodily injury, death to any person or damage to property caused by, or to the extent attributable to, any negligent or willful misconduct of a party (hereinafter collectively referred to as "Claims").

Each party's obligation under this Section 10.1 to indemnify and hold the other harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other in respect of such Claim.

Each party shall have the right at its own expense and option to be represented by counsel of its own choice in defence of any such Claim and in negotiations for settlement in connection with any such Claim.

As used in this Section 10.1, the terms "Tenant" and "Landlord" shall include their respective officers, directors, employees, agents, representatives and those for whom they are at law responsible.

The provisions of this Section 10.1 shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

ARTICLE 11 ASSIGNMENT, SUBLETTING AND FINANCING

11.1 Assignment and Subletting.

Except as otherwise provided herein, Tenant shall not sell, assign or transfer this Lease or any interest herein, sublet or permit the occupancy or use by others of the Premises or any part thereof, or part with possession of the Premises or any part thereof, or allow any transfer hereof by operation of law or otherwise (collectively, a "Transfer") to any Person without the prior written consent of Landlord. If the Tenant intends to effect a Transfer, then the Tenant shall give prior written notice to the Landlord of such intent specifying the nature of the Transfer and the name of the proposed transferee and shall provide such information with respect to the proposed

Transfer and the transferee as the Landlord may reasonably require. Tenant shall cause the Tenant, assignee or transferee to execute and deliver to the Landlord an agreement to be bound by the terms and provisions of this Lease as if the Tenant (to the extent of the subleased premises), assignee or transferee had executed this Lease in the place and stead of the Tenant.

Landlord will, within 30 days after having received written notice from the Tenant as set out above, notify Tenant in writing whether it consents or does not consent to the Transfer, and if it does not consent, its reasons therefore. Tenant shall reimburse Landlord on demand for any reasonable costs that may be incurred by Landlord in connection with any proposed assignment including, the cost of investigating the acceptability of the proposed transferee and legal costs incurred in connection with the proposed assignment.

Notwithstanding anything to the contrary provided herein, Tenant shall have the right, without Landlord's consent but upon notice to Landlord accompanied by a copy of the relevant documents of assignment or sublease, to assign this Lease or any interest herein or sublet the Premises or any portion thereof to an Affiliate.

11.2 Release.

Where a Transfer occurs in compliance with the terms of this Lease, Tenant shall be released and discharged from any future liability for the performance of all covenants and obligations under or in connection with this Lease.

11.3 Assignment by Landlord.

Landlord shall have the right to sell the Premises or assign this Lease, provided however that Landlord shall not be released of any liability pursuant to the terms of this Lease unless successor landlord assumes the obligations of Landlord hereunder in writing.

11.4 Subordination and Attornment.

Tenant acknowledges that this Lease is, at the option of any mortgagee or chargee, subject and subordinate to any and all mortgages or charges (including deeds of trust and mortgage securing bonds, all indentures supplemental thereto or any other instruments of financing, refinancing or collateral financing) which may now or hereafter affect the Land or Improvements, or any part thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof, PROVIDED the holder of such mortgage or charge enters into a non-disturbance agreement with the Tenant pursuant to which, so long as the Tenant shall not be then in default under this Lease, the Tenant shall be entitled to remain undisturbed in possession of the Premises pursuant to this Lease, notwithstanding the exercise of any rights or remedies by the holder of the mortgage or charge. Tenant agrees to execute promptly any certificate or instrument in confirmation of such subordination and will, if requested by Landlord or by any such mortgagee or chargee, attorn to such mortgagee or chargee.

ARTICLE 12 END OF TERM

12.1 Surrender.

Subject to Section 4.2, upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord in the same condition in which the Premises were at the commencement of this Lease except for reasonable wear and tear and as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease. The covenants set forth in this Section 12.1 shall survive the expiration or termination of the Term.

12.2 Holding Over.

If the Tenant holds over after the end of the Term without a written agreement providing therefor, Tenant shall be deemed to be a tenant from month to month, at a monthly rent, payable in advance, equal to 150% of the monthly Rent payable during the last year of the Term, and Tenant shall be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a month-to-month tenancy. Nothing contained herein shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damages incurred by

Landlord due to Tenant's failure to vacate the Premises and deliver possession to Landlord as provided herein.

12.3 Survival of Obligations.

Upon the termination of this Lease:

- (a) all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of termination;
- (b) all of the provisions of this Lease relating to the obligations of any of the parties to account to or indemnify the other and to pay to the other any monies owing as at the date of termination in connection with this Lease; and
- (c) all provisions which are stated to survive;

shall survive such termination.

12.4 Option to Renew.

Provided that the Tenant pays Rent as and when it becomes due and punctually performs the terms, covenants and conditions to be performed by it in accordance with the terms of the Lease and is not in default of its obligations hereunder, the Tenant shall have two three (3) year options to renew, under the same terms and conditions of this Lease save and except for the Basic Rent, which shall be fair market rent to be negotiated between the Landlord and the Tenant following the Tenant exercising the option(s) to renew, with such negotiations to be completed not more than 180 days and not less than ninety (90) days prior to completion of the then current Term. The parties hereto agree that the Basic Rent to be paid during the option period shall not be less than that paid during the last year of the Term. If the parties cannot agree to the amount of Basic Rent to be paid during the renewal term before the date referenced above, the parties agree to refer the matter to arbitration pursuant to the terms of the Arbitration Act (Ontario). The decision of any arbitrator or arbitrators shall be final and binding. All documents shall be kept confidential during said arbitration. The expense of arbitration shall be divided equally between the parties and the Tenant's share of expenses may be applied as Additional Rent or deducted from any deposit held by the Landlord.

The Tenant must provide a minimum of one hundred and eighty (180) days notice in writing to the Landlord of its intention to renew, failing which the applicable option(s) contained herein shall lapse and become null and void. Such notice by the Tenant shall not be more than three hundred and sixty (360) days prior to the expiry date of the then current Term.

The Landlord shall be under no obligation to provide any rent free periods or to pay any inducements, commissions, fees or expenses on behalf of or directly to the Tenant with respect to any extension Term.

ARTICLE 13 LIENS AND ESTOPPEL CERTIFICATES

13.1 Construction Liens.

- (a) Tenant shall, throughout the term of the Lease at its own expense, cause any and all statutory liens, construction liens and other claims for labour, services or materials alleged to have been supplied to, or to have been charged by or for Tenant or anyone on its behalf which may be registered against, or otherwise form a lien against the Premises, to be paid, satisfied, discharged, released, cancelled and vacated within the earliest of: (i) the tenth (10th) day after Landlord notifies Tenant that a claim for any lien has been made; or (ii) the tenth (10th) day after Tenant in any other manner receives actual or constructive notice that a lien is claimed.
- (b) If Tenant *bona fide* disputes the validity, correctness, or amount of any lien, Tenant may vacate, discharge or otherwise dispose of the lien and shall be entitled to defend against any claim for lien in proceedings in any court having jurisdiction provided that it: (i) prosecutes such defence with all due diligence; and (ii) posts such bond as may be required or pays into court the amount necessary to discharge the lien from title and such costs as the court may direct, and registers all documents

necessary to have the lien or other claim vacated or provides such other security to protect the interest of Landlord in the Premises as Landlord considers sufficient, acting reasonably.

- (c) At any time when work is being performed or material supplied to the Premises for or on account of Tenant, Tenant shall hold back such funds for such time as is required by any law.

13.2 Estoppel Certificates.

Tenant and Landlord agree that at any time and from time to time (but on not less than ten (10) Business Days' prior request by the other), it will execute, acknowledge and deliver to the other and such other Person(s) as may be reasonably requested, a certificate indicating any or all of the following, to the extent true at that time: (a) the date on which the Term commenced and the date on which it is then scheduled to expire; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the date, if any, through which Basic Rent has been paid; (d) that no default exists on the part of the other party which has not been cured, except as to defaults stated in such certificate; (e) that the responding party has no existing defences or set-offs to enforcement of this Lease, except as specifically stated in such certificate; and (f) such other matters as may be reasonably requested by the requesting party. Any such certificate may be relied upon by the requesting party, or if Tenant is the requesting party, by any assignee of Tenant's interest under this Lease.

ARTICLE 14 DEFAULTS AND REMEDIES

14.1 Defaults by Tenant.

Each of the following events will constitute an "Event of Default" by the Tenant under this Lease:

- (a) Failure to Pay Rent. Tenant fails to pay Basic Rent or any other Rent payable as and when due and fails to cure such failure to pay within five (5) Business Days following written notice thereof from Landlord to Tenant.
- (b) Failure to Perform Other Obligations. Tenant breaches or fails to comply with any provision of this Lease applicable to Tenant other than a covenant to pay Rent, and such breach or noncompliance continues for a period of fifteen (15) days after written notice thereof from Landlord to Tenant; or, if such breach or noncompliance is capable of cure but cannot reasonably be cured within such fifteen (15) day period, Tenant does not commence to cure such breach or noncompliance within such fifteen (15) day period or does not thereafter pursue such cure in good faith to completion. Notwithstanding anything in the foregoing to the contrary, the terms of this Section 14.1(b) shall not apply with respect to any breach or noncompliance for which a cure period is specifically set forth in this Lease or for which an Event of Default is otherwise provided under this Article 14 or which cannot be cured.
- (c) Execution and Attachment Against Tenant. Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant.
- (d) Bankruptcy or Related Proceedings. Tenant files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency Laws, or voluntarily takes advantage of any such Laws by answer or otherwise, or dissolves or makes a general assignment for the benefit of creditors, or involuntary proceedings under any such Laws or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for the Premises or for all or substantially all of Tenant's property.
- (e) Abandonment. The Premises shall have been abandoned for a period of at least thirty (30) days. The parties acknowledge that the Premises may be empty from time to time as they will be used primarily for warehousing purposes.

- (f) Dissolution. Tenant shall be wound up, liquidated or dissolved or proceedings towards its winding up, liquidation or dissolution are commenced.
- (g) Licenses and Permits. A failure by Tenant to maintain in effect any license or permit necessary for the use, occupancy or operation of the Premises in accordance with this Lease and to cure such failure within fifteen (15) days following written notice thereof from Landlord or competent authority responsible for such licensing and permitting requirements to Tenant.
- (h) Transfer. The breach or violation by Tenant of any of the terms or conditions set forth in Article 11 of this Lease.
- (i) Use. The breach or violation of Tenant of any of the terms or provisions of Section 5.1 of this Lease concerning Tenant's use of the Premises.

14.2 Landlord's Remedies.

If any Tenant Event of Default occurs, the then current month's Rent together with Rent for the three (3) months next ensuing shall immediately become due and payable and Landlord will have the right, at Landlord's election, then or at any later time while such Event of Default is continuing, to exercise any one or more of the remedies described below. Exercise of any of such remedies will not preclude the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Landlord at law or in equity:

- (a) Cure by Landlord. Landlord may, at Landlord's option but without obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord deems necessary or desirable to cure any Event of Default in such manner and to such extent as Landlord deems necessary or desirable, provided that, prior to making any such payment or taking any such action, Landlord notifies Tenant of Landlord's intention to do so and affords Tenant at least ten (10) days (or such shorter period as is reasonable under the circumstances) in which to make such payment or take such action, provided however, if a notice was provided by Landlord pursuant to Section 14.1(b) hereof no further notice need be given. Tenant will pay Landlord, upon demand, all advances and Costs of Landlord in connection with making any such payment or taking any such action, together with interest at the Default Rate from the date of payment of any such advances and Costs by Landlord.
- (b) Termination of Lease and Damages. Landlord may terminate this Lease, effective at such time as may be specified by notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Premises from Tenant.
- (c) Repossession and Reletting. Landlord may reenter and take possession of all or any part of the Premises, without additional demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution for such action or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord will be construed as an election by Landlord to terminate this Lease unless a notice of such intention is given to Tenant. No notice from Landlord or notice given under a forcible entry and detainer statute or similar Laws will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right, following any reentry or reletting to terminate this Lease by giving Tenant such notice, in which event the Lease will terminate as specified in such notice. After recovering possession of the Premises, Landlord shall use commercially reasonable efforts to relet the Premises on commercially reasonable terms and conditions. Landlord may make such repairs as reasonably appropriate to accomplish such reletting, and Tenant will reimburse Landlord upon demand for all reasonable Costs and expenses, including reasonable solicitors' fees, which Landlord may incur in connection with such reletting. The Lease shall terminate upon the reletting of the Premises. Regardless of the termination of the Lease, Tenant shall remain liable for the difference between the amount to be received by

Landlord under the new lease and the Basic Rent and other Rent which would be payable if such termination had not occurred.

14.3 Defaults by Landlord.

Each of the following events will constitute an “Event of Default” by the Landlord under this Lease:

- (a) Failure to Perform Obligations. Landlord breaches or fails to comply with any provision of this Lease applicable to Landlord, and such breach or noncompliance continues for a period of fifteen (15) days after written notice thereof from Tenant to Landlord; or, if such breach or noncompliance is capable of cure but cannot reasonably be cured within such fifteen (15) day period, Landlord does not commence to cure such breach or noncompliance within such fifteen (15) day period or does not thereafter pursue such cure in good faith to completion. Notwithstanding anything in the foregoing to the contrary, the terms of this Section 14.3 shall not apply with respect to any breach or noncompliance for which a cure period is specifically set forth in this Lease or for which an Event of Default is otherwise provided under this Article 14 or which cannot be cured.
- (b) Transfer. The breach or violation by Landlord of any of the terms or conditions set forth in Article 11 of this Lease.

14.4 Tenant’s Remedies.

If any Landlord Event of Default occurs, Tenant will have the right, at Tenant’s election, then or at any later time while such Event of Default is continuing, to exercise any one or more of the remedies described below. Exercise of any of such remedies will not preclude the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Tenant at law or in equity:

- (a) Cure by Tenant. Tenant may, at Tenant’s option but without obligation to do so, and without releasing Landlord from any obligations under this Lease, make any payment or take any action as Tenant deems necessary or desirable to cure any Event of Default in such manner and to such extent as Tenant deems necessary or desirable, provided that, prior to making any such payment or taking any such action, Tenant notifies Landlord of Tenant’s intention to do so and affords Landlord at least ten (10) days (or such shorter period as is reasonable under the circumstances) in which to make such payment or take such action, provided however, if a notice was provided by Landlord pursuant to Section 14.3(a) hereof no further notice need be given. Landlord will pay Tenant, upon demand, all advances and Costs of Tenant in connection with making any such payment or taking any such action, together with interest at the Default Rate from the date of payment of any such advances and Costs by Tenant. Tenant shall have the right to set off all Rent payments or any other amount due to Landlord against any and all amounts due to Tenant by Landlord under this Lease.
- (b) Termination of Lease and Damages. Tenant may terminate this Lease, effective at such time as may be specified by notice to Landlord, and recover any damages, including reasonable solicitors’ fees and expenses, in connection with such termination and Event of Default.

14.5 Bankruptcy Relief.

Nothing contained in this Lease shall limit or prejudice Landlord’s right to prove and obtain, as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the amounts recoverable as damages under this Lease.

14.6 Remedies Not Exclusive.

Notwithstanding anything to the contrary herein contained, in lieu of or in addition to any of the foregoing remedies and damages, a party may exercise any remedies and collect any damages available to it at law or in equity. If a party is unable to obtain full satisfaction pursuant to the exercise of any remedy, it may pursue any other remedy which it has hereunder or at law or in equity.

14.7 Mitigation.

Each party shall be required to mitigate its damages hereunder. If any Law shall validly limit the amount of any damages provided for herein to an amount which is less than the amount agreed to herein, each party shall be entitled to the maximum amount available under such Law.

14.8 No Waiver.

No failure of a party: (a) to insist at any time upon the strict performance of any provision of this Lease; or (b) to exercise any option, right, power or remedy contained in this Lease shall be construed as a waiver, modification or relinquishment thereof. A receipt by a party of any sum in satisfaction of any obligation with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by a party of any provision hereof shall be deemed to have been made unless expressed in writing signed by such party.

14.9 Remedies Cumulative.

Except as otherwise provided herein, all remedies are cumulative and concurrent and no remedy is exclusive of any other remedy. Each remedy may be exercised at any time an Event of Default has occurred and is continuing and may be exercised from time to time. No remedy shall be exhausted by any exercise thereof.

14.10 Recovery of Enforcement Costs.

All Costs and expenses, including reasonable solicitors' fees and disbursements, incurred by Landlord in connection with the exercise of any permitted remedy for an Event of Default, or the enforcement of the provisions of this Lease, together with interest thereon at the Default Rate from the date incurred, shall be borne by the defaulting party and shall be paid by the defaulting party to the other party upon demand.

ARTICLE 15 INSPECTION

15.1 Inspection.

Landlord and its authorized representatives, including, without limitation, mortgagees, shall have the right to enter the Premises at all reasonable times during normal business hours, after not less than two (2) days' prior notice to Tenant, for the purpose of: (a) examining or inspecting the Premises; or (b) showing the Premises to prospective mortgagees. Landlord shall take all reasonable efforts to ensure that such inspection does not disrupt Tenant's operations in any manner, and shall comply with all occupational health and safety requirements as Tenant may impose for the protection of the inspectors while on the Premises.

ARTICLE 16 NOTICES

16.1 Notices.

All notices required or permitted under this Lease must be in writing and will only be deemed properly given and received: (a) when actually given and received, if delivered in person to a party, with acknowledgement of receipt; or (b) two Business Day after deposit with a private courier or overnight delivery service, return receipt requested; or (c) on the day of email transmission if same is a Business Day and during normal business hours or otherwise on the next following Business Day. All such notices must be transmitted by one of the methods described above to the party to receive the notice at, in the case of notices to Landlord, Landlord's Address, and in the case of notices to Tenant, Tenant's Address, or, in any case, at such other address(es) as Landlord or Tenant may notify the other in accordance with this Section 16.1. Any notice to Tenant must be sent to legal@greenfield.com in addition to the foregoing.

ARTICLE 17 SPECIAL PROVISIONS

17.1 Right of Way.

The Parties acknowledge the existence of an unregistered “right of way” on the Lands as depicted in Exhibit A hereto (the “**Right of Way**”). The Tenant shall permit the Landlord and its permitted assigns free and uninterrupted access to the Right of Way for access purposes for the duration of the Term on a without cost basis. The Tenant shall ensure that the Right of Way is left unencumbered at all times and the Tenant shall not be permitted to place any structures on the Right of Way nor shall any parking of vehicles (temporary or permanent) be permitted on the Right of Way.

17.2 Demolition.

Notwithstanding any other provision in this Lease, the Landlord may terminate this Lease at any time upon giving to the Tenant not less than 6 months' Notice of such termination if required by a governmental authority; Landlord shall reimburse Tenant for any fees or costs incurred in connection with such termination, including but not limited to any moving costs and the reimbursement of the cost of any Alteration or Improvements made by Tenant in or to the Premises. All Rent shall be adjusted as of such termination date, and Tenant, at Landlord's expense, shall promptly execute all documents and other assurances that are required to give effect to the provisions of this Section 17.2.

17.3 Second floor of the Building.

In the event that the Tenant wishes to occupy the Second Floor of the Building as an office and/or storage space during the Term or any renewal thereof, then the parties agree that the Tenant shall provide the Landlord with reasonable notice in advance; unless otherwise agreed at the time of the provision of notice, the costs related to making the Second Floor of the Building fit for occupancy including without limitation design and construction plans, permit costs, application costs, construction and repair costs will be for the sole account and cost of the Tenant.

Subject to the foregoing, in the event that the Tenant wishes to occupy the Second Floor of the Building as an office and/or storage space during the Term or any renewal thereof, then the Tenant shall pay to Landlord, yearly and every year during the Term an annual basic rent in Canadian dollars (the “**Second Floor Rent**”) for the Term by consecutive equal monthly installments, the first of such installments to be paid on the date that the Tenant occupies the Second Floor, and subsequent installments on the first day of each month thereafter during the Term of this Lease calculated as follows:

The Second Floor Rent in year 1 for the Second Floor of the Building shall be \$7.00 x 3,000 (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date (\$21,000 per annum and \$1,750 per month);

The Second Floor Rent in year 2 for the Second Floor of the Building shall be \$7.11 x 3,000 (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date (\$21,330.00 per annum and \$1,777.50 per month);

The Second Floor Rent in year 3 for the Second Floor of the Building shall be \$7.21 x 3,000 (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date (\$21,630.00 per annum and \$1,802.50 per month);

The Second Floor Rent in year 4 for the Second Floor of the Building shall be \$7.32 x 3,000 (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date (\$21,960.00 per annum and \$1,830.00 per month);

The Second Floor Rent in year 5 for the Second Floor of the Building shall be \$7.41 x 3,000 (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date (\$22,230.00 per annum and \$1,852.50 per month).

It is the intent of the parties that if Tenant decides to occupy the Second Floor of the Building, the Second Floor Rent provided in this Lease will be a net payment to Landlord, that this Lease shall be absolutely net to Landlord and that Landlord will not be required to pay any costs or expenses or provide any services in connection with the Second Floor of the Building and/or the Premises except as otherwise set out herein, and Tenant will bear all costs and expenses relating to the Second Floor of the Building and/or the Premises. Accordingly, Tenant covenants and agrees to pay in addition to Second Floor Rent, all costs and expenses which are incurred in respect of the

operation, maintenance, repair, administration and supervision of the Second Floor of the Building except as otherwise set out herein (collectively, “**Additional Second Floor Rent**”), including, without duplication or limitation: (a) Taxes; (b) Business Taxes; and (c) Operating Costs. For greater certainty herein, all maintenance, repairs and replacements of a structural nature in connection with the Second Floor shall be considered expenses of a capital nature, which shall be the responsibility of the Landlord and completed at the Landlord’s cost. If Tenant does not occupy the Second Floor of the Building, all expenses, including but not limited to maintenance, repairs, replacement of any nature and any Second Floor Operating Costs will be for the sole account and cost of the Landlord.

17.4 Arbitration.

Unless otherwise dealt with herein, all differences or disputes which arise between the parties in relation to any matter relating to the Lease shall be referred to a single arbitrator to be agreed upon by the parties to the dispute and in default of agreement to a single arbitrator appointed by the Superior Court of Justice under the provisions of the Arbitration Act (Ontario). The award or determination which shall be made shall be final and binding upon the parties hereto.

17.5 Reasonableness.

The Landlord and Tenant agree to act reasonably and in a fair manner with regards to all calculations and decisions in relation to this Lease in accordance with usual accounting principles and property management principles.

17.6 Registration.

The Tenant may register a notice of this Lease. Tenant shall be responsible for the preparation of all documents and Landlord shall execute any documents that are reasonably necessary to give effect to such registration.

ARTICLE 18 MISCELLANEOUS

18.1 Time.

Time is of the essence in this Lease.

18.2 Only Landlord/Tenant Relationship.

Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

18.3 Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or PDF form and the parties adopt any signatures received by a receiving fax machine or e-mail as original signatures of the parties.

18.4 Compliance with the Planning Act.

It is an express condition of this Lease, that the provisions of Section 50 of the *Planning Act* (Ontario) and amendments thereto, or replacements thereof, be complied with if applicable in law.

18.5 Successors and Assigns.

All of the terms and provisions of the Lease shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, permitted successors and permitted assigns.

18.6 Amendment

No amendment to this Lease shall be binding upon the parties unless the same is in writing and executed by Landlord and Tenant.

Having read and intending to be bound by the terms and provisions of this Lease, the Landlord and the Tenant hereto execute this Lease.

[Signature Page Follows.]

IN WITNESS, WHEREOF the parties hereto have executed this Lease on this 26 day of JANUARY, 2023.

**THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH CARDINAL, A DIVISION
OF THE PORT OF JOHNSTOWN**

Per: Robert Dalley
Name: Robert Dalley
Title: General Manager

Per: [Signature]
Name: TORY DESCHENES
Title: MAYOR

Per: R. Williams
Name: Rebecca Williams, Clerk
Title:

I/We have authority to bind the Corporation.

GREENFIELD GLOBAL INC.

Per: [Signature]
Name: BRENDAN BLAND
Title: PLANT MANAGER

I have authority to bind the Corporation.

EXHIBIT B

Year	Period	Annual Amount	Monthly Installment	Annual Sq. Ft Rate
1	Feb. 1, 2023 to Jan. 31, 2024	\$ 143,500.00	\$ 11,958.33	\$ 7.00
2	Feb. 1, 2024 to Jan. 31, 2025	\$ 145,652.50	\$ 12,137.71	\$ 7.11
3	Feb. 1, 2025 to Jan. 31, 2026	\$ 147,837.29	\$ 12,319.77	\$ 7.21
4	Feb. 1, 2026 to Jan. 31, 2027	\$ 150,054.85	\$ 12,504.57	\$ 7.32
5	Feb. 1, 2027 to Jan. 31, 2028	\$ 152,305.67	\$ 12,692.14	\$ 7.43

EXHIBIT C

LANDLORD'S WORK

Landlord shall execute the following Landlord's Work:

- Prior to the Commencement Date and no later than March 30, 2023 in the event of materials and/or labour shortages encountered by the Landlord, Landlord shall replace and seal all the outside windows of the Building. Such work shall be at Landlord's sole cost and expense and may not be charged to Tenant as Additional Rent.
- On or before February 28, 2023, Landlord shall install an HVAC system in the Premises in the form of the Reznor 175,000 BTU natural gas unit heater (as described in the estimate dated December 7, 2022 provided by Ball Refrigeration), and perform any electrical work required for the installation of such system. Such work shall be paid for by Landlord and reimbursed by Tenant as Additional Rent, up to an amount of CAD\$25,000.00, amortized over two years in equal payments starting at the date of the installation of the HVAC system.
- Prior to the Commencement Date, Landlord shall also ensure that the two (2) heaters located in the warehouse portion of the Building and affixed to the ceiling (being model # LF-250A-3 and model # PDP200AE0130SBAN) and the one (1) heater located in the pump room (being model # HD 30AS0111FBAN (30,000 BTU) and natural gas piping inside the Building are functional and perform any required repairs or replacement of such systems if needed. Such work shall be at Landlord's sole cost and expense and may not be charged to Tenant as Additional Rent.