

The Corporation of the Town of Essex

By-Law Number 2511

Being a by-law to authorize the execution of a lease agreement between the Town of Essex and Quinlan Inc. for leasing vacant land for the purposes of farming

WHEREAS the Corporation of the Town of Essex owns Part of Lots 17 and 18, Concession 13, in the Town of Essex, in the County of Essex, in the Province of Ontario, south of the Southwest Lagoons on North Malden Road, more particularly, consisting of fourteen and seven tenths (14.7) acres, more or less;

AND WHEREAS Quinlan Inc. is desirous of leasing said land with the intention of farming said land;

AND WHEREAS the Town is desirous of entering into a Lease Agreement in the form attached as Schedule "A" to this By-Law with Quinlan Inc. for leasing said land;

NOW THEREFORE be it resolved that the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. **That** the Mayor and Clerk are hereby authorized to execute a Lease Agreement in the form attached as Schedule "A" to this By-Law between The Corporation of the Town of Essex and Quinlan Inc. to lease space to farm Part of Lots 17 and 18, Concession 13, Essex; and
2. **That** this By-Law shall come into full force and effect upon the final passing thereof.

Read a first, a second and a third time and finally passed on February 17, 2026.

Mayor

Clerk

Schedule "A"
(See attached)

This LEASE AGREEMENT made this 1st day of March, 2026.

BETWEEN:

THE CORPORATION OF THE TOWN OF ESSEX

(the "Landlord")

and

QUINLAN INC.

(the "Tenant")

and

GRANT QUINLAN

(the "Guarantor")

IN CONSIDERATION of the rents, covenants and agreements hereinafter contained and reserved on the part of the Tenant, the Landlord hereby leases to the Tenant, to occupy and use for agricultural and related purposes, the following described property:

I. Property Description

All and Singular that certain parcel or tract of land and premises situate, lying and being Part of Lots 17 and 18, Concession 13, in the Town of Essex, in the County of Essex, in the Province of Ontario, south of the Southwest Lagoons on North Malden Road, more particularly, consisting of fourteen and seven tenths (14.7) acres, more or less, as set out on Schedule "A" attached hereto (herein after the "**Premises**").

II. Terms of Lease

a. Lease Term:

The provisions of this Lease Agreement shall be in effect commencing on March 1, 2026, and ending on the earlier of the Landlord's repossession of the whole of the Premises and February 29, 2028.

b. Renewal

Provided the Tenant has not defaulted on any of its covenants or requirements pursuant to this Lease Agreement, the Tenant shall have the right, and upon giving to the Landlord not less than three (3) months' notice in writing prior to the expiration of this Lease Agreement to renew this Lease Agreement for three (3) further terms of one (1) year, upon the same terms and conditions as contained in this Lease Agreement.

c. Holding Over:

In the event that the Tenant remains in possession of the Premises after the end of the term hereof or any subsequent renewal or extension without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) months' notice. Rent shall be payable in advance on the first day of each month in an amount equal to the sum of two hundred percent (200%) of the monthly instalment of Base Rent payable during the last year of the Term. All terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

d. Amendment and Alterations:

Amendments and alterations to this Lease Agreement shall be in writing and shall be signed by all of the Landlord, Tenant and Guarantor.

e. No Partnership Intended

It is particularly understood and agreed that this Lease Agreement shall not be deemed to be nor intended to give rise to a partnership relation.

f. Transfer of Property

In case the Landlord should desire to use, sell, develop, or otherwise repossess for any other reason all or a part of the said Premises during the said term of this Lease Agreement, the said term may be determined at any time upon sixty (60) days' notice to such effect being delivered, as provided in section VIII of this Lease Agreement, to the Tenant and that the Tenant will, at the expiration of the time provided by the said notice, peaceably and quietly give up possession of all or the part, as specified in such notice, of the said Premises to the Landlord.

g. Liquidated Damages

In the event of such earlier determination, as set out in section II. f. hereto, of the said term of this Lease Agreement, and after the Tenant shall have delivered up possession in manner aforesaid, and paid to the Landlord the full proportion of rent and taxes up to the date of such earlier determination, the Tenant shall be entitled to be compensated for the value of the crops destroyed or otherwise unable to be harvested as a result of such repossession by the Landlord the sum of Four Hundred and Twenty Five (\$425.00) Dollars per farmed acre of all or the part, as applicable, of the Premises repossessed as liquidated damages and not as a penalty. The parties to this Lease Agreement acknowledge that the precise amount of actual damages would be extremely difficult to ascertain and that the foregoing sum represents a reasonable estimate of such actual damages.

h. Partial Termination

Where the Landlord, pursuant to section II. f. hereto, repossesses part of the Premises, the Tenant may at the Landlord's sole discretion be permitted to remain in possession of those parts of the Premises not repossessed by the Landlord during the said term of this Lease Agreement or otherwise the Tenant shall be at liberty to terminate this Lease Agreement for the remaining Premises. Where the Landlord repossesses part of the Premises under section II. f. of this Lease Agreement, the total rent and taxes payable hereunder shall be adjusted proportionately to the land of the Premises remaining and the Tenant shall be entitled to be compensated for the value only of the crops destroyed or otherwise unable to be harvested as a result of such partial repossession by the Landlord, the amount of such compensation to be determined in accordance with section II. g. of this Lease Agreement.

i. Right of Entry

The Landlord reserves the right for itself, its agents, its employees and its assigns to enter the Premises at any reasonable time to examine, inspect and show the Premises for purposes of leasing, sale or financing, to provide services, operations or maintenance, or make repairs, replacements, changes or alterations as provided for in this Lease Agreement or for other reasonable purposes that do not interfere with the Tenant's ability to carry out regular farming operations and to take such steps as the Landlord may deem necessary for the safety, improvement or preservation of the Premises.

j. No Right to Sublease

The Landlord does not convey to the Tenant the right to lease or sublet the whole or any part of the Premises or to assign this Lease Agreement.

k. Guarantee

As a condition of and prior to the Landlord entering into this Lease Agreement, the Guarantor is required to execute the Guarantee and Indemnity, attached hereto this Lease Agreement as Schedule "B".

III. Amount of Annual Cash Rent

a. Annual Rent:

The annual rent for the Premises is as follows:

- i. For the first year of the Lease Agreement, being March 1, 2026, to February 28, 2027, the amount of Two Hundred and Fifty (\$250.00) Dollars, plus thirteen percent harmonized sales tax (13% HST) per acre, totaling Four Thousand One Hundred and Fifty-Two Dollars and Seventy-Five Cents (\$4,152.75) for the year;

- ii. For the second year of the Lease Agreement, being March 1, 2027, to February 29, 2028, the amount of Two Hundred and Fifty (\$250.00) Dollars, plus thirteen percent harmonized sales tax (13% HST) per acre, totaling Four Thousand One Hundred and Fifty-Two Dollars and Seventy-Five Cents (\$4,152.75) for the year;
- iii. For the third year of the Lease Agreement, if renewed, being March 1, 2028, to February 28, 2029, the amount of Two Hundred and Fifty (\$250.00) Dollars, plus thirteen percent harmonized sales tax (13% HST) per acre, totaling Four Thousand One Hundred and Fifty-Two Dollars and Seventy-Five Cents (\$4,152.75) for the year;
- iv. For the fourth year of the Lease Agreement, if renewed, being March 1, 2029, to February 28, 2030, the amount of Two Hundred and Fifty (\$250.00) Dollars, plus thirteen percent harmonized sales tax (13% HST) per acre, totaling Four Thousand One Hundred and Fifty-Two Dollars and Seventy-Five Cents (\$4,152.75) for the year; and
- v. For the fifth year of the Lease Agreement, if renewed, being March 1, 2030, to February 28, 2031, the amount of Two Hundred and Fifty (\$250.00) Dollars, plus thirteen percent harmonized sales tax (13% HST) per acre, totaling Four Thousand One Hundred and Fifty-Two Dollars and Seventy-Five Cents (\$4,152.75) for the year.

b. Property Taxes:

In addition to annual rent, in each year of the term of this Lease Agreement and any extension or renewal hereof, the Tenant shall be responsible for the payment when due of real property taxes and local improvement and business area charges assessed or levied against the Premises (collectively, the "**Property Taxes**"). In the event that the Tenant is responsible for increased Property Taxes as a result of the Tenant's use of the Premises, the Tenant shall pay such excess immediately upon the Landlord's request.

c. Payment of Rent:

The Tenant agrees to pay the annual rent as follows:

- i. On or before the first (1st) day of March of each year of the term (the "**Due Date**"),
- ii. If rent is not paid when due, the Tenant agrees to pay interest on the amount of unpaid rent at the rate of the then posted prime rate in Canada plus five percent (5%) per annum from Due Date until paid. If rent is not paid within fifteen (15) days after Due Date, Landlord may terminate this agreement at its option, proceed with collection actions without further notice to the Tenant and rent the Premises to other tenants. Where the Landlord terminates this Lease Agreement in accordance with

this section III. c. ii., neither the Tenant or Guarantor are entitled to any damages from the Landlord in respect to such early termination, including but not limited those related to compensation for the value of the crops destroyed or otherwise unable to be harvested as a result of such early termination.

d. Payment of Property Taxes:

If Property Taxes are not paid by the date that they are due to the municipality, the Landlord may terminate this agreement at its option, proceed with collection actions without further notice to the Tenant and rent the Premises to other tenants. Where the Landlord terminates this Lease Agreement in accordance with this section III. d., neither the Tenant or Guarantor are entitled to any damages from the Landlord in respect to such early termination, including but not limited those related to compensation for the value of the crops destroyed or otherwise unable to be harvested as a result of such early termination.

IV. Operation and Maintenance of Farm

In order to operate the farm on the Premises efficiently and to maintain it in a high state of productivity, the parties agree as follows:

a. The Tenant agrees:

- i. To provide, maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Landlord (and add the Landlord as additional insured) covering farm operations with:
 1. a limit of liability not less than Five Million (\$5,000,000) Dollars inclusive for any one insurance which includes environmental pollution liability for injury or damage arising from farming operations on or off the Premises; and
 2. insurance not less than Two Million (\$2,000,000) Dollars against liability for bodily injury and property damage caused by vehicles or equipment owned by the Tenant.
- ii. To evidence any insurance policies required by this Lease Agreement by providing annually to the Landlord prior to the Due Date a Certificate of Insurance that names the Landlord as an additional insured for the Premises;
- iii. To comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Lease Agreement, and all rules and requirements of the police and fire departments, or other governmental authorities, and all Canada Safety Association approvals, if required.

- iv. To comply with all federal, provincial and municipal legislation regarding transportation of dangerous goods, environmental protection, workplace health and safety, construction safety, and provision of Material Safety Data Sheets (MSDS) in the performance or delivery of the contracted goods or services. Where applicable, the Tenant must submit all necessary documentation for liability insurance, vehicle insurance, and Workplace Safety and Insurance Board coverage;
- v. To submit to the Landlord, a recent Workplace Safety and Insurance Board Clearance (if required) prior to the effective date of this Lease Agreement;
- vi. To comply with all health and safety requirements established by the *Occupational Health and Safety Act* (Ontario);
- vii. To work in a safe and orderly manner so as not to constitute any safety hazards, in accordance with the *Occupational Health and Safety Act* (Ontario);
- viii. To notify the Landlord prior to any use of pesticides or chemicals on the Premises that could endanger the health or well-being of the Landlord or those in the vicinity of the Premises, including but not limited to neighbours of the Premises;
- ix. To, at the termination of this Lease Agreement, leave the Premises tilled as mutually agreed by the Tenant and Landlord;
- x. To allow any incoming tenant, purchaser, the Landlord and its invitees to enter upon the Premises after harvest in the last year of the said term and have reasonable privileges and rights-of-way to work on the Premises;
- xi. To pay rent and taxes when due to the Landlord;
- xii. Not to remove, alter or change the style or position of any building or fence on the Premises without the prior written consent of the Landlord in its sole discretion;
- xiii. To use diligence to prevent noxious weeds from going to seed on the Premises;
- xiv. With regard to the Premises, to control soil erosion as completely as practicable; keep in good repair all terraces, open ditches, inlets, and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures;
- xv. Upon the termination for any reason of this Lease Agreement, to pay the Landlord reasonable compensation for any damages to the Premises for which the Tenant is responsible; and

- xvi. To plow or otherwise cultivate the Premises in a thorough farmer like manner so as to kill and destroy all noxious weeds and grasses which may grow thereon and will rotate crops and fertilize the said Premises as a reasonable prudent farmer would do, were the Tenant the owner of the said Premises.

b. The Landlord agrees:

- i. While the terms of this Lease Agreement are being complied with by the Tenant and the Guarantor, to give quiet possession of the leased Premises.

c. All Parties agree:

- i. Not to obligate another party to this Lease Agreement. No party hereto shall pledge the credit of another party hereto for any purpose whatsoever without the consent of the party. No party to this Lease Agreement shall be responsible for debts or liabilities, or for damages caused by the another party hereto.
- ii. Nothing in this Lease Agreement shall confer upon the Tenant any right to minerals underlying the Premises, but same are hereby reserved by the Landlord together with the full right to enter upon the Premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said Premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. Should the Landlord choose to terminate this Lease Agreement and repossess a part or all of the Premises in order to give effect to the rights of the Landlord under this section IV. c. ii., the Landlord is entitled to do so in accordance with sections II. f., II. g. and II. h. of this Lease Agreement; and

V. Information

The Tenant shall, upon request and from time to time, provide the Landlord with such information as to the Tenant's or the Guarantor's financial standing and corporate organization as the Landlord or any mortgagee requires. Failure of the Tenant to comply with the Landlord's request herein constitutes a default under this Lease Agreement and the Landlord is entitled to immediately terminate this Lease Agreement and all of the rights of the Tenant hereunder, by written notice as set out in Article VIII hereto. Where the Landlord terminates this Lease Agreement in accordance with this section V, neither the Tenant or Guarantor are entitled to any damages from the Landlord in respect to such early termination, including but not limited those related to compensation for the value of the crops destroyed or otherwise unable to be harvested as a result of such early termination.

VI. Guarantor and Indemnitor

The parties hereto agree and acknowledge that in the event that the Guarantor dies or makes an assignment for the benefit of creditors, or any bulk sale or becomes bankrupt or insolvent or if the Guarantor shall take the benefit of any act, now or hereinafter in force for bankrupt or insolvent debtors, or if a private or duly court appointed receiver, or receiver manager is appointed in relation to the property or business of the Guarantor, the Landlord shall have the option to terminate this Lease on thirty (30) days notice to the Tenant. Where the Landlord terminates this Lease Agreement in accordance with this section VI, neither the Tenant or Guarantor are entitled to any damages from the Landlord in respect to such early termination, including but not limited those related to compensation for the value of the crops destroyed or otherwise unable to be harvested as a result of such early termination.

VII. Arbitration of Differences

All matters of difference in relation to this agreement and to the affairs of the Premises shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective heirs, executors, administrators, and assigns.

VIII. Addresses for Service

Subject to the express provisions of this lease, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission, electronic mail, or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Landlord shall be addressed to:

The Corporation of the Town of Essex

33 Talbot Street South

Essex, Ontario N8M 1 A8

Attention: Town Clerk

Communications sent to the Tenant shall be addressed to:

Quinlan Inc.
325 County Road 46
Maidstone, Ontario NOR 1K0
Attention: Grant Quinlan, Owner
Phone: 519-723-4690
Email: tquinlan@kelcom.igs.net

Communications sent to the Guarantor shall be addressed to:

Grant Quinlan
355 County Road 46
Maidstone, Ontario NOR 1K0
Phone: 519-723-4690
Email: tquinlan@kelcom.igs.net

IX. Indemnification

The Tenant agrees to indemnify the Landlord against all liabilities, costs, suits, claims, demands and actions of any kind for which the Landlord may become liable by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision of this Lease Agreement or any injury, death or damage to property occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Tenant or its servants, employees, agents, licensees, or invitees on the Premises. The Tenant further agrees that the Landlord shall not in any event be liable or responsible for any personal injury or death that may be suffered or sustained by, or for any loss of or damage or injury to any property and any contents thereof, belonging to any employee, servant, agent, licensee, or invitee of the Tenant on the Premises no matter how caused and the Tenant shall indemnify the Landlord for and against all such liabilities. The indemnification in this Section IX is subject to any negligence or willful acts of the Landlord, its agents, employees or invitees.

X. General

- a. This Lease Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such

- subject matter. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except those specifically set out herein. The execution of this Lease Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Lease Agreement. No supplement, modification or waiver of this Lease Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Lease Agreement shall be deemed or shall constitute a waiver or any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- b. The remedies of the Landlord are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy will be deemed to be exclusive and the Landlord may from time to time have recourse to one or more of all the available remedies specified herein or at law or in equity.
 - c. Whenever the singular and masculine are used in this Lease Agreement they shall be construed as if the plural or the neuter or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
 - d. This Lease Agreement herein is governed by the laws of the Province of Ontario and the parties irrevocably attorn to the courts of that province, and agree that any proceeding in relation to this Lease Agreement shall be commenced in a court located in the County of Essex.
 - e. The provisions of this Lease Agreement shall enure to the benefit of be binding upon the heirs, executors, administrators and successors of the Landlord, Guarantor and Tenant in like manner as upon the original parties, except as provided by mutual written agreement.
 - f. This Lease Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Lease Agreement. This Lease Agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

-Remainder of page intentionally left blank. Signature blocks to follow-

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 1st day of March, 2026.

THE CORPORATION OF THE TOWN OF ESSEX

Joseph Malandrucolo, Clerk

Sherry Bondy, Mayor

We have authority to bind the Corporation

QUINLAN INC.

Grant Quinlan, Owner

I have authority to bind the Corporation

Witness to the Signature of Grant Quinlan

Grant Quinlan, Guarantor/Indemnifier

Schedule "A" - Leased Land



Schedule "B"**GUARANTEE AND INDEMNITY**

IN consideration of the entering into of the Lease Agreement between The Corporation of the Town of Essex, as "**Landlord**", and Quinlan Inc., as "**Tenant**", and Grant Quinlan, as "**Guarantor**", to which this Guarantee and Indemnity is attached as Schedule "B", (the "**Lease Agreement**") the undersigned doth hereby absolutely and unconditionally guarantee to the Landlord and its successors and assigns, the due and punctual payment by the Tenant or any successor of all rent and other monies owing on the lease and the doing, observing or performing of any covenant, agreement, matter or thing herein contained, required to be done, observed or performed by the Tenant or any successor and the undersigned for itself, its heirs, executors and administrators, covenants with the Landlord that if the Tenant shall at any time make default in the punctual payment of any monies payable hereunder or in the doing, observing or performing of any covenant agreement, matter or thing herein contained required to be done, observed or performed by the Tenant or any successor it or they will pay all such monies to the Landlord or do, observe or perform any covenant, agreement, matter or thing required to be done by the Tenant or any successor without any demand being required to be made. Further, the undersigned hereby agrees to indemnify and hold the Landlord harmless from all damages and losses, including all forms of rent, suffered by reason of the default of the Tenant.

AND it is hereby expressly declared that although as between the undersigned and the Landlord, the undersigned is not only surety for the payment by the Tenant of the monies and the doing, observing or performing of any covenant, agreement, matter or thing therein the Lease Agreement contained required to be done, observed or performed by the Tenant or any successor hereby guaranteed yet as between the undersigned and the Landlord the undersigned shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the demised premises or rent or of the doing, observing or performing of any covenant, agreement, matter or thing therein the Lease Agreement contained required to be done, observed or performed by the Tenant or any successor and no indulgence shown by the Landlord in respect of any default by the Tenant or any successor which may arise under the Lease Agreement, and that no extension or extensions granted by the Landlord to the Tenant or any successor for payment of the rent for the doing, observing or performing of any covenant, agreement, matter or thing therein the Lease Agreement contained, to be done, observed or performed by the Tenant or any successor nor any variation in or departure from the provision of this Lease Agreement nor any other dealings between the Tenant or any successor and Landlord nor any release of the Tenant or any other thing whatsoever whereby the undersigned as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Landlord or affect the liability of the undersigned in any way under this covenant, which shall continue and be binding on the undersigned, as well after as before default and after as before termination of the Lease Agreement, until the said rent and other monies owing are fully paid and satisfied and until any covenant, agreement, matter or thing therein the Lease Agreement contained required to be done, observed or performed by the Tenant or any successors is done, observed or performed to the satisfaction of the Landlord. And it is hereby further expressly declared that the Landlord shall not be bound to exhaust its recourse against the Tenant before being entitled to payment from the undersigned of the amount hereby guaranteed by the undersigned or to performance from the undersigned of any covenant, agreement, matter or thing therein the Lease Agreement contained required to be done, observed or performed by the Tenant or any successor.

ANY payment by the undersigned of any monies under the said guarantee by the undersigned shall not in any event be taken to affect the liability of the Tenant for payment thereof.

ALL covenants, liabilities and obligations entered into or imposed herein this Guarantee and Indemnity or therein the Lease Agreement upon the undersigned shall be equally binding upon the heirs, executors, administrators and assigns, or successors and assigns of the undersigned as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

THE Landlord may vary any agreement or arrangement with the Tenant or the undersigned without the consent of the other of them, and may grant extensions of time for the payment to or otherwise rent or of the doing, observing or performing of any covenant, agreement, matter or thing therein the Lease Agreement contained required to be done, observed or performed by the Tenant or any successor and no indulgence shown by the Landlord in respect of any default by the Tenant or any successor which may arise under the Lease Agreement, and no extension or extensions granted by the Landlord to the Tenant or any successor for payment of the rent for the doing, observing or performing of any covenant, agreement, matter or thing therein the Lease Agreement contained, to be done, observed or performed by the Tenant or any successor nor any variation in or departure from the provision of this Lease nor any other dealings between the Tenant or any successor and Landlord nor any release of the Tenant, nor any other thing whatsoever, shall modify, alter, vary or in any way prejudice the Landlord or affect the liability of the undersigned in any way under this covenant, which shall continue and be binding on the undersigned, as well after as before default and after as before termination of the Lease Agreement, until the said rent and other monies owing are fully paid and satisfied and until any covenant, agreement, matter or thing herein contained required to be done, observed or performed by the Tenant or any successors is done, observed or performed to the satisfaction of the Landlord.

THE Landlord may vary any agreement or arrangement with the undersigned and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Tenant.

NOTWITHSTANDING the bankruptcy or insolvency of the Tenant or its successors or its assigns the liability of the undersigned hereunder shall continue, provided that if the trustee in bankruptcy disclaims all interest in the said Lease Agreement, then said Lease Agreement shall vest the undersigned for the remainder of the term of the said Lease Agreement.

IN this Guarantee and Indemnity the singular shall include the plural and the masculine shall include the feminine in this and vice versa and the Landlord shall mean Lessor and the Tenant shall mean Lessee if the context of the Lease Agreement and this Guarantee and Indemnity shall require.

IN WITNESS WHEREOF the Guarantor has hereunto set his hands and seals this 1st day of March, 2026.

Witness to the Signature of Grant Quinlan

Grant Quinlan, Guarantor/Indemnifier