

LEASE EXTENSION AND AMENDING AGREEMENT

This Lease Extension and Amending Agreement dated the 17th day of February, 2026 (the "**Agreement**").

BETWEEN:

SUNCOR ENERGY PRODUCTS PARTNERSHIP

(the "**Landlord**")

and

THE CORPORATION OF THE TOWN OF ESSEX

(the "**Tenant**")

WHEREAS:

- A. By a lease dated February 16, 2016 (the "**Original Lease**"), made between the Landlord, and the Tenant, the Landlord leased to the Tenant for and during a term of five (5) years commencing on March 1, 2016, and expiring on February 28, 2021, attached hereto as Appendix 'A', (the "**Original Term**"), certain premises municipally described as 64 King Street West, Harrow, Ontario and as more particularly described in the Original Lease (the "**Leased Premises**").
- B. By a Lease Extension Agreement dated February 1, 2021, attached hereto as Appendix 'B', (the "**First Extension Agreement**"), the Landlord and the Tenant agreed to extend the Original Term for five (5) years commencing on March 1, 2021, and expiring on February 28, 2026 (the "**First Extended Term**"), and to amend the terms of the Original Lease as more particularly set out therein.
- C. The Original Lease, and First Extension Agreement shall be hereinafter collectively referred to as the "**Lease**".
- D. The Original Term, and First Extended Term shall be hereinafter collectively referred to as the "**Term**".
- E. The Landlord and the Tenant have agreed to enter into this Agreement to make such amendments to the Lease upon the terms and conditions as hereinafter set forth.

NOW THEREFORE in consideration of the covenants and agreements herein contained and the sum of two (\$2.00) dollars paid by the Tenant to the Landlord and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Landlord and the Tenant covenant and agree to modify the Lease as follows:

1. The parties acknowledge that the foregoing recitals are true in substance and in fact.
2. Capitalized terms that are used in this Agreement and not otherwise defined, shall have the meaning ascribed thereto in the Lease.
3. The Landlord and the Tenant acknowledge and agree that the Lease is hereby extended for a further term of five (5) years, commencing on March 1, 2026 and expiring on February 28, 2031, (the "**Second Extended Term**") on the same terms and conditions applicable during the Term as contained in the Lease, save and except as amended herein.
4. Provided the Tenant is not then in breach of the Lease, as amended hereby, beyond any applicable notice and cure periods, then the Tenant shall have one (1) option to extend the then current term of the Lease for a period of five (5) years (the "**Third Extended Term**"), upon the same terms and conditions as contained in the Lease (as amended hereby).

The foregoing option to extend is exercisable by the Tenant giving written notice to the Landlord not less than four (4) months before the expiry of the Second Extended Term. For clarity, there are no further options to extend the Term of the Lease, except as noted herein.

5. The Tenant is continuing occupation of the Leased Premises on an "as is" basis and there are no representations or warranties on the part of the Landlord to complete any landlord's work during the Second Extended Term.
6. Subsections 14(e)(i) and 14(e)(ii) are deleted and replaced as follows:

“(i)	Marie-Michelle Barakat	(905) 804-3430
“(ii)	Leslie Egan	(905) 538-9611”
7. Section 27 of the Lease is amended by deleting the Landlord's information and replacing it with the following Landlord and Tenant information:

Landlord:

Suncor Energy Products Partnership
 150 – 6th Avenue S.W.
 Calgary, AB T2P 3E3
 Attention: Director Network Planning and Property
 Email: Property-Management@suncor.com

Tenant:

The Corporation of the Town of Essex
 33 Talbot Street South

Essex, Ontario N8M 1A8

Attention: Director, Community Services

(519) 776-7336 x1109

Director, Legal and Legislative Services/Clerk

(519) 776-7336 x1132

Email: Clerks@essex.ca

Any notice shall be sufficiently served if delivered by courier, or mailed postage prepaid and registered, or sent by electronic mail, addressed to the party as outlined above.

8. The parties hereto confirm that in all other respects, the terms, covenants and conditions of the Lease remain unchanged, unmodified and in full force and effect, except as amended in the within Agreement.
9. This Agreement enures to the benefit of and binds the Landlord and the Tenant and their respective successors and assigns.
10. This Agreement may be executed in any number of counterparts with the same effect as if the parties of this Agreement had signed the same document, and all counterparts will be construed together and constitute one and the same instrument. This Agreement may be executed by electronic transmittal facilities, including by portable document format ("**PDF**").

[signature page to follow.]

IN WITNESS WHEREOF the Landlord has executed this Agreement on the ____ day of _____, 2026.

SUNCOR ENERGY PRODUCTS PARTNERSHIP

Per: _____

Name:

Title:

I have the authority to bind the partnership.

IN WITNESS WHEREOF the Tenant has executed this Agreement on the ____ day of _____, 2026.

THE CORPORATION OF THE TOWN OF ESSEX

Per: _____

Name: Sherry Bondy

Title: Mayor

Per: _____

Name: Joseph Malandrucolo

Title: Director, Legislative Services/Clerk

I/we have the authority to bind the corporation.

Appendix A

Schedule "A" to By-Law Number 1552

LEASE

THIS LEASE made this 16th day of February 2016

BETWEEN

SUNCOR ENERGY PRODUCTS PARTNERSHIP
 a general partnership formed under the laws of Alberta
 and having a regional office at
 3275 Rebecca Street,
 Oakville, Ontario L6L 6N5
 H S T # 836581322 RT0002

(hereinafter called "Suncor"),

OF THE FIRST PART.

- and -

THE CORPORATION OF THE TOWN OF ESSEX,
 in the Province of Ontario,
 Address:
 33 Talbot Street
 Essex, Ontario N8M 1A8
 Attention: Kevin Carter, Chief Building Inspector
 Telephone: 519-818-6691
 Facsimile: 519-776-8811
 Email: :
 H S T # :

(hereinafter called the "Tenant").

OF THE SECOND PART

WHEREAS

- A. Suncor is the beneficial owner of the Lands (as hereinafter defined);
 - B. Suncor Energy Inc. (the "Registered Owner") is the registered owner of the Lands, and
 - C. Suncor and the Tenant have agreed to enter into this Lease.
1. Lease of Lands - WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, Suncor hereby leases to the Tenant the lands located at 64 King Street West, Harrow, Ontario, as legally described as Part Lots 2 & 3, Plan 180 (geographic Township of Colchester & Town of Harrow) as in R765254, Town of Essex, County of Essex, being PIN: 75202-0094(LT), being specified in Suncor's records as Location #00311, together with any improvements and appurtenances thereon, all of which are hereinafter collectively referred to as the "Lands".
 2. Term - The term of this Lease (the "Term") is five (5) years to be computed from the first (1st) day of March, 2016 (the "Date of Commencement") to and including the 28th day of February, 2021, subject to earlier termination as hereinafter provided.
 3. Termination Option - In addition to any other termination rights in favour of Suncor set out in this Lease and notwithstanding anything else herein contained, Suncor or the Tenant shall have the option to terminate this Lease at any time, provided that it gives the other party at least ninety (90) days prior written notice of its intention to exercise this right. On the termination date specified in such notice (the "Termination Date"), the Tenant shall deliver up vacant possession of the Lands, all Rent and Additional Rent shall be apportioned and paid to the Termination Date and this Lease will be fully and completely ended as of the Termination Date.
 4. "Lease" Defined - The term "Lease" shall mean this agreement, including all schedules and agreements herein referred to or hereinafter attached and all amendments hereinafter entered into by the parties.
 5. Rent - The Town covenants and agrees to pay to Suncor any amounts designated or reserved herein as "Rent" or "Additional Rent" on demand (or as otherwise provided herein), without deduction, abatement or set off. For the purpose of this Lease, "Rental Taxes" shall mean any and all taxes or duties imposed upon Suncor or the Tenant measured by or based in whole or in part upon the Rent and Additional Rent payable under this Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including, without limitation, goods and services tax, value

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added tax, business transfer tax, retail sales tax, harmonized sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing.

6. Additional Rent - The Tenant further covenants and agrees to pay to Suncor any amounts designated or reserved herein as "Additional Rent" on demand (or as otherwise provided herein), without deduction, abatement or set-off. If the Tenant shall fail to pay the Additional Rent payable under this Lease when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1 1/2%)), such interest to be calculated from the time such amounts becomes due until paid by the Tenant.
7. Use - The Tenant shall diligently use the Lands solely for the purpose of community green space (collectively the "Use"), and shall not use the Lands for any other purpose. The Tenant shall be entitled, at its expense, to install and maintain in the community green space, items such as a gazebo, circle trail, seating area, and hard and softscape), provided any landscaping of the Lands, including any changes in elevation (including creation of any depressions or berms), major excavations or other material changes to the Lands) shall require the prior approval of Suncor, such approval not to be unreasonably withheld.
8. Removal at End of Term - On the expiry or earlier termination of the Term, the Tenant will peaceably surrender the Lands to Suncor. The Tenant will also remove its equipment and property from the Lands and restore the Lands to the condition in which it existed at the beginning of the Term, subject to any landscaping changes permitted herein remaining. This obligation survives the expiration of the Term or earlier termination of this Lease. If the Tenant does not remove any of its equipment and property, Suncor may do so and the Tenant will pay Suncor's removal, disposal, sale, storage and/or restoration charges. Any equipment or property not removed may, at Suncor's option, become the property of Suncor (and, in such event, this Section will have the effect of assigning the Tenant's right and title in such items to Suncor) and may be removed from the Lands and sold or disposed of by Suncor in such manner as it deems available.
9. Taxes, Rates, Utilities, etc.
 - (a) The Tenant will pay directly all property taxes, provincial taxes, federal taxes or otherwise, Rental Taxes, local improvement rates, duties, assessments, fees, charges of any nature whatsoever including but not limited to water, light, electricity, heating, telephone and other public and private utility and services charges (the meters and accounts for which shall be in the Tenant's name) and other bills and expenses payable on, or incidental to the use, occupation, operation or maintenance of the Lands or hereinafter imposed or required to be collected in respect to the Lands and the personal property located thereon, such sums being payable as Additional Rent hereunder and recoverable from the Tenant as such in the event of non-payment.
 - (b) Suncor shall have the right at any time during or after the Term, on fifteen (15) days' notice to the Tenant, to settle any or all of the Tenant's liability for property taxes, rates, duties, assessments, licence fees, water bills, light bills, power bills, fuel and heating bills, telephone bills and other expenses and obligations of the Tenant in this Lease contained and to be indemnified for any monies owing by the Tenant, by recovering them from the Tenant as Additional Rent.
10. Condition of Lands, Repair, Maintenance -
 - (a) The Tenant agrees to accept the Lands in its "as is" condition and to properly maintain the same in good repair and clean condition during the said Term at the Tenant's expense. The Tenant shall be responsible for repairing and replacing damage to the Lands irrespective of the cause of such damage, save and except reasonable wear and tear, and shall abide by the provisions contained in Schedule "A" attached hereto.
 - (b) In the event that the Lands, in the opinion of Suncor, are not maintained by the Tenant in good repair and clean condition, Suncor may clean or make such repairs or replacements as it may deem necessary, at the expense of the Tenant, such costs being payable as Additional Rent. Upon termination of this Lease, the Tenant shall remove its equipment and fixtures and repair any damage resulting from the installation or removal thereof in accordance with the provisions of Section 8 herein.
 - (c) The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities for the Lands or the electrical wiring and service for the Lands, and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to Suncor's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and

expense in accordance with plans and specifications to be approved in advance by Suncor, in writing.

- (d) The Tenant shall be permitted to alter the existing position of any concrete blocks or cinder blocks which may be currently surrounding or situate on the property boundary lines of the Lands during the said Term but upon expiration or prior termination of this Lease, the Tenant shall return the same to their original locations all at its own cost and expense.
11. Assignment -
- (a) The Tenant will not assign, sublet, charge, mortgage or part with the possession of the Lands or any part thereof without the written consent of Suncor, which consent may be arbitrarily withheld. The Tenant shall continue to be subject to and bound by all provisions of this Lease notwithstanding any assignment or subleasing or purported or attempted assignment or subleasing of this Lease or of the Lands by the Tenant, in whole or in part, to any other person or company or the transfer or assignment by the Tenant to any other person or company of the business, or any part thereof, carried on or to be carried on at the Lands. In the event Suncor grants its consent to an assignment or subletting or other transaction restricted herein, the assignee, subtenant or other party shall enter into an agreement in a form satisfactory to Suncor, acting reasonably, agreeing to be bound by Tenant's obligations in this Lease, to the extent they are applicable. Suncor's consent to one assignment or subletting or other transaction is not a consent to any further assignment or subletting or other transaction.
- (b) Suncor shall have the right to assign its interest in this Lease at any time and thereafter shall have no further liability hereunder.
12. Disposition of Shares - The Tenant, if a sole proprietorship, partnership or corporation, will give notice to and obtain the written consent of Suncor prior to any sale, exchange, transfer or other disposition of all or any part of the shares or interests therein, which consent may be unreasonably withheld.
13. Tenant Signs, Additions, Alterations - Save and except as permitted pursuant to the provisions of Section 7 hereof, no other structures, signs, improvements, additions or alterations shall be placed, erected, affixed, installed or made by the Tenant upon the Lands without obtaining the prior written consent of Suncor and Suncor shall have the right at any time to enter the Lands and remove or replace any such structure, signs, improvements, additions or alterations which have been so placed or installed in violation of this provision, at the expense of the Tenant.
14. Right of Entry -
- (a) Suncor, its agents, employees and contractors shall have the right, from time to time, to enter the Lands to ensure compliance with the terms of this Lease and to view the state of repair and, if not satisfactory in the opinion of Suncor, to make such repairs at the expense of the Tenant the cost thereof to be paid as Additional Rent. Suncor shall have the right to make such changes, additions or alterations to the Lands as it may deem advisable from time to time and such right shall not constitute a termination of the Lease or a breach of the covenant of quiet enjoyment.
- (b) In the event Suncor is required to remediate the Lands under the provisions of any governmental order or requirement, including an Inspector's Order or Control Order (collectively referred to as the "Order"), Suncor shall have the right to terminate this Lease upon such notice as is required for Suncor to comply with the said Order (the "Order Notice").
- (c) The Tenant covenants and agrees, at its expense, to
- (i) co-operate with Suncor, its representatives and agents (including Suncor's duly authorized contractors and/or consultants) in order to enable Suncor to comply with the Order, and
- (ii) render all assistance as may be reasonably required by Suncor in connection with the said Order including access to the Lands, removal of the Tenant's equipment and all vehicles and debris from the Lands and vacant possession of the Lands as of the effective date of the said Order Notice.

Suncor shall not be liable to the Tenant for any loss, costs, damage or claim arising from business disruption or relocation and/or inconvenience as a result of any actions by Suncor as a result any re-entry of the Lands by Suncor as required in this Section 14(c)

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(d) The Tenant specifically acknowledges and agrees that Suncor, its employees, agents, consultants and contractors and those authorized by Suncor (collectively referred to as the "monitors"), shall have the right to enter the Lands for purposes of monitoring the environmental condition of same (the "Investigations"), including but not limited to any monitoring wells on same such as those designated on Schedule "B" attached hereto and as they deem necessary at any time and from time to time during the said Term or of any extension or renewal thereof. The Tenant covenants and agrees to ensure that no equipment or vehicles shall be located on or over said monitoring wells and to ensure that such equipment or vehicles will not obstruct the monitors' ability to conduct Investigations at any time and from time to time. In the event that the Tenant fails to remove any equipment or vehicles which obstruct the monitoring wells to the extent that the monitors are unable to carry out an Investigation, the Tenant shall pay forthwith the amount of the monitors' invoices submitted to Suncor in every instance where such Investigation was prevented from being carried out due to such obstruction. Provided further that the Tenant shall be responsible for any costs incurred by Suncor as a result of damage to the said monitoring wells during the Tenant's use and occupation of the Lands (other than due to damage or removal caused by Suncor).

(e) The Tenant shall be permitted, at the Tenant's expense, to add clean gravel and/or stone fill to any depressions on the lot of the Lands in order to carry on the Use (hereinafter collectively referred to as the "Filling") but in no event shall the Tenant be entitled to pave the Lands. The Tenant covenants and agrees to ensure that the monitoring wells (as referred to in Section 14(d) hereof) are not removed or damaged as a result of the said Filling. Any materials or supplies brought on to the Lands by the Tenant for purposes of completing the said Filling which have not been utilized or which remain in excess on the Lands as at the time of completion of the said Filling, shall be removed at that time by the Tenant at its sole cost and expense. Otherwise, no soils or other materials shall be removed from the Lands at the time of the aforesaid completion or at any time during the said Term. It is further understood and agreed to by the Tenant that no digging, drilling or excavating shall be conducted during the said Filling or at any other time during the said Term.

It is further understood and agreed that the Tenant shall give Suncor four (4) business days' notice prior to commencement of the said Filling, and shall not commence same until Suncor's environmental consultant is present on the Lands, such notification (notwithstanding the Notices provisions set forth in Section 27 of this Lease) to be given by telephone directed to either of the following Suncor personnel:

- (i) Suzanne Mignacca (514) 650-4329
- (ii) Steven Dutaud (905) 804-5650

15. Permits and Laws -

- (a) The Tenant will obtain and keep in force at all times any licences, permits, approvals or insurance as may be required to operate the Lands and carry on the Use, and will pay all business and other taxes, rates, duties, assessments, licence, permit and inspection fees. The Tenant covenants and agrees to provide Suncor with copies of all required permits forthwith upon demand.
- (b) The Tenant will use and operate the Lands in a safe manner in conformity with all federal, provincial and municipal statutes, laws, bylaws, ordinances, regulations or orders, and the requirements of any insurance underwriters and any applicable legislation or directives of Suncor and undertake any repairs or improvements required to comply with the foregoing.
- (c) The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Lands, and shall not use or permit to be used any part of the Lands for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Lands.
- (d) This Lease shall be interpreted according to the laws of the province in which the Lands are situate.
- (e) The Tenant, at its expense, shall remove any lien or encumbrance placed on the Lands immediately upon being made aware of same.

16. Environmental Provisions -

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- (a) Without limiting any other obligation of the Tenant in this Lease, the Tenant covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with, and cause its employees, representatives, invitees and any other occupants of the Lands to observe and comply with, all Environmental Laws governing the use and occupation of the Lands. Without limiting the generality of the foregoing:
- (i) where, during the Term, the Tenant has, through its use or occupancy of the Lands, caused or permitted a release of a Hazardous Substance at, from or to the Lands, the Tenant shall immediately clean up such Hazardous Substance from the Lands, and any affected areas, at the Tenant's expense; and
 - (ii) on the expiry or earlier termination of this Lease for any reason, the Tenant shall remove, at its expense, any Hazardous Substance which, through the Tenant's use or occupancy of the Lands, it has brought to or created at the Lands.
- (b) The Tenant agrees to indemnify and save harmless Suncor and the Registered Owner and their respective officers, directors, employees, agents, and their respective related or affiliated corporate entities (all hereinafter collectively the "Suncor Indemnified Parties") against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs, and expenses whatsoever (including, without limitation, reasonable costs of professional advisors, consultants and experts in respect of any investigation and all costs all remediation and other clean-up costs and expenses) arising in any manner whatsoever out of:
- (i) any noncompliance by the Tenant, its employees, representatives, invitees or any other occupants of the Lands, with any Environmental Laws;
 - (ii) any breach by the Tenant of the provisions of this Section 16 and any generating, manufacture, refinement, treatment, transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance by the Tenant, its employees, representatives, invitees or any other occupants of the Lands; and
 - (iii) any illness, injury or death of persons, or any loss or damage to property, on or about the Lands.
- To the extent necessary to ensure that the foregoing indemnity and all other exculpatory provisions and indemnities included in their favour in this Lease are enforceable against the Tenant by them, Suncor acts as agent for, or as trustee for, the other Suncor Indemnified Parties.
- (c) The covenants and agreements of, and indemnification by, the Tenant contained in this Section 16 shall survive the expiration or earlier termination of this Lease notwithstanding anything herein contained to the contrary.
- (d) Upon request by Suncor, the Tenant covenants to complete, execute and deliver to Suncor on or before the Commencement Date, and at any time and from time to time during the Term, the Environmental Questionnaire attached hereto as Schedule "C". Suncor's request for completion of such Questionnaire and/or receipt of any completed Questionnaire shall not constitute or imply an obligation on the part of Suncor in respect of any matters disclosed by any such Questionnaire.
- (e) For the purpose of this Lease:
- (i) "Environmental Laws" means any law, by-law, order, ordinance, ruling, regulation, certificate, approval, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction (i) relating to pollution or the protection of human health or the environment (including workplace health and safety); (ii) dealing with filings, registrations, emissions, discharges, spills, releases or threatened releases of Hazardous Substances or materials containing Hazardous Substances; and/or (iii) regulating the import, storage, distribution, labelling, sale, use, handling, transport or disposal of a Hazardous Substance; and
 - (ii) "Hazardous Substance" means any substance capable of posing a risk or damage to health, safety, property or the environment including, without limitation, any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated

biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste, and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any Environmental Law

17 Defaults -

(a) If any of the following shall occur:

- (i) if any Rent, Additional Rent or other sums due hereunder are not paid within five (5) days after notice is given by Suncor to the Tenant of such non-payment;
- (ii) if the Tenant fails to observe or perform any of the covenants, provisions, conditions, and other terms herein to be observed and performed by the Tenant, and such non-observance or non-performance continues for fifteen (15) days after notice is given by Suncor to the Tenant requiring that the Tenant rectify the breach, provided that if such breach cannot be cured within the said fifteen (15) day period through no fault of the Tenant, then the Tenant shall not be in default if it shall have commenced curing the said breach within the fifteen (15) day period and be proceeding diligently and continuously to the completion thereof;
- (iii) the Tenant becomes bankrupt or insolvent under the provision of any Act at the time in force for bankrupt or insolvent debtors or makes any assignment for the benefit of or proposal to creditors;
- (iv) the term hereof or any goods or chattels of the Tenant are seized or attached by or on behalf of any creditor;
- (v) the Tenant abandons the Lands or vacates the Lands during the Term without Suncor's written consent, or the Tenant does or permits anything causing cancellation or threat of cancellation of Suncor's insurance on the Lands;
- (vi) the Tenant has, in the judgment of Suncor, engaged in an inappropriate, illegal, fraudulent, deceptive or unsafe business practice;
- (vii) the Lands are rendered unfit for use or occupancy, in the opinion of Suncor or any governmental authority, by reason of fire, health or other casualty where such fire, health reason or other casualty was caused by the acts or omissions of the Tenant, its servants, agents, employees, or representatives;
- (viii) the Tenant assigns, sublets, charges, mortgages or parts with possession of the Lands, or any part thereof, without the prior written consent of Suncor; or
- (ix) the Tenant fails to comply with any federal, provincial or municipal statutes, laws, bylaws, ordinances, regulations or orders including the requirements of any insurance underwriters applicable to the Lands.

then, and in every such case, Suncor may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option exercise all or any of the following remedies:

- (I) Suncor may perform any obligation which the Tenant should have performed or cause the same to be performed, and for such purpose may enter upon the Lands and do such things thereon as Suncor considers requisite without effecting a termination of this Lease;
- (II) Suncor may enter the Lands and distraint upon the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and Suncor may seize and sell the goods and chattels and the equipment, whether they are within the Lands or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained upon in the Lands, and Suncor may follow the goods and chattels for the maximum period permitted by law, and any sale by Suncor may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;
- (III) Suncor may remove the goods, chattels, equipment and fixtures of the Tenant from the Lands and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant;

- (IV) Suncor may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that Suncor may have exercised any of its other remedies. If Suncor enters the Lands without notice to the Tenant as to whether it is terminating this Lease under this subsection or any other provision of this Lease, the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until Suncor notifies the Tenant that it has elected to terminate this Lease. No entry by Suncor during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant.
- (V) Suncor shall be entitled to damages from the Tenant for breach of this Lease; and
- (VI) at the option of Suncor, the full amount of the current month's Rent (and, if applicable Additional Rent) and the next ensuing three (3) months' Rent (and, if applicable Additional Rent) shall accelerate and shall immediately become due and payable.
- (b) Notwithstanding the provisions of any Act then in force to the contrary, the Tenant covenants that none of the goods and chattels of the Tenant at any time upon the Lands shall be exempt from levy by distress for rent in arrears and the Tenant waives the benefit of all and every exemption that might have accrued to the Tenant under the provisions of any Act then in force to that effect, but for the above covenant.
- (c) If during the Term of this Lease the Tenant has been in default on one or more occasions in respect of any provision of this Lease to which Section 16 applies, and Suncor has given notice to the Tenant on each occasion of the default, in the event of a subsequent default in respect of that provision Suncor shall not be required to give a notice of default and, notwithstanding the remedying of the default, shall have the right to terminate this Lease forthwith upon giving notice to the Tenant.
18. Insurance -
- (a) The Tenant will obtain, keep in force and provide Suncor with evidence of the following insurance:
- (i) Comprehensive General Liability Policy for loss or damages resulting from bodily injury, including death at any time resulting therefrom, and for the loss of or destruction to property, including the loss of use thereof, with a minimum inclusive limit of \$5,000,000 regardless of the number of claims arising from any one occurrence. Such General Liability Policy shall be extended to cover products and completed operations and Lands arising out of the operations of the Tenant and pertaining to the Tenant's business whether conducted at or away from the Lands;
- (ii) "All Risks" Property Damage Policy covering liability assumed by the Tenant under the Lease for damage to equipment owned by Suncor against loss by all risks including fire, smoke, explosion, water escape, vandalism and impact by vehicles regardless of ownership or who is operating the vehicle, such insurance to be for replacement cost which will be provided to Suncor on an annual basis. Such Policy will contain a loss payable clause in favour of Suncor and the Tenant jointly;
- (iii) Any other insurance as Suncor reasonably requires from time to time in amount and for insurable risks which a prudent Tenant would protect itself such as Fire and Supplemental Perils insurance covering the Tenant's contents, tools and equipment, stock and product inventories, business interruption and employees' dishonesty losses.
- (b) The Tenant shall supply certificates of insurance to Suncor evidencing the above coverages, within thirty (30) days of execution of the Lease, and in any event prior to taking possession of the Lands, and proof of annual renewals thereafter, or at any time when requested by Suncor. The Tenant acknowledges and agrees it will not be able to take possession of the Lands, for any reason whatsoever, unless such certificates of the required insurance policies are provided to and received by Suncor.
- (c) All liability insurance policies shall name Suncor as an additional insured.
- (d) All insurance policies shall be suitably endorsed to the effect that Suncor must be given thirty (30) days' prior written notice by the insurers in the event of material change or cancellation.

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- (c) Suncor and the other Suncor Indemnified Parties and their contractors, agents and employees shall not be liable for any death, injury, or damage to or loss of property of, the Tenant or its employees, agents or invitees occurring in or about the Lands, whether or not such death, injury, damage or loss resulted from the act, omission or negligence of Suncor or the other Suncor Indemnified Parties or their contractors, agents or employees or other persons for whom they may be responsible. All property of the Tenant on the Lands shall be at the risk of the Tenant only and Suncor shall have no obligation with respect to security or protection of any such property.
19. Quiet Enjoyment - Suncor represents that it has the full right, power and authority to enter into this Lease as the beneficial owner of the Lands and, subject to the provisions of this Lease, Suncor covenants with the Tenant for quiet enjoyment. Notwithstanding the foregoing, the Tenant acknowledges and agrees that Suncor shall have the right to erect and/or place a "For Sale" and/or "For Lease" sign(s) on the Lands at any time and from time to time during the said Term or any extension thereof and to show the Lands to prospective purchasers/tenants at any time and from time to time.
20. Tenant Not Agent of Suncor - The Tenant is an independent businessman, partnership or corporation, as the case may be, and neither it nor its employees shall be deemed to be nor represent themselves as employees, agents or representatives of Suncor for any purpose under this Lease nor undertake any obligation in the name of Suncor. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties. Suncor is not responsible in any way for acts or omissions of the Tenant, its servants, agents, employees or representatives.
21. Damage, etc. -
- (a) Suncor may, at its option, terminate this Lease on thirty (30) days' prior written notice to the Tenant:
- (i) if the Lands or part thereof is destroyed or damaged by fire or other cause to the extent that the business use thereof by the Tenant is prevented or substantially hindered, or
- (ii) if, to comply with the lawful requirement of any public authority, an expenditure on the Lands of more than 25% of the depreciated book value on Suncor's books of the equipment on the Lands is required.
- (b) If the Lease is not terminated pursuant to Section 21(a)(i) herein, Suncor may, at its option, rebuild/restore the Lands or cause the same to be done, in which event this Lease shall continue in effect according to its terms, but in that case, to the extent the Tenant is unable to use the Lands, the Rent and Additional Rent hereunder shall be suspended or abate proportionately, until the date the restoration is substantially completed.
- (c) The Tenant will immediately advise Suncor of any damage or unsafe condition existing on or relating to the Lands. The Tenant shall be responsible and liable for all and any kind of damages suffered by the Lands and its equipment however caused, with or without the negligence, fault, or participation on the part of Tenant, its employees, agents or representatives, including but not limited to any environmental costs or damages.
22. Termination on Expropriation - Should either all or any part of the Lands be expropriated and should such expropriation, in the opinion of Suncor, materially affect the Use being carried on the Lands, Suncor may terminate the Lease on thirty (30) days' prior written notice to the Tenant.
23. Indemnity:
- (a) Suncor shall not be responsible in any way for and the Tenant will fully indemnify and hold Suncor and the other Suncor Indemnified Parties harmless with respect to any and all claims, loss or liability arising out of or in any way connected with the management, operation, condition, maintenance, possession or use of the Lands including but not limited to, injury to or death of persons or damage to property arising as a result of any act or omission of the Tenant, its servants, agents, employees, representatives or caused by the Tenant's use and occupation thereof, it being expressly recognized that the Tenant is carrying on business for its own account.
- (b) The Tenant shall be responsible for repairing and replacing damage to all of its buildings (if any), improvements, fixtures and any equipment, irrespective of the cause of such damage, save and except reasonable wear and tear.

- (c) Suncor and the other Suncor Indemnified Parties shall not be liable for any damage to or loss of the Tenant's property by reason of theft, fire, water, power failure, accident or any other cause whatsoever whether similar to dissimilar to the foregoing, and
- (d) Subject to paragraph 14 (b) and (c) above, Suncor shall indemnify and hold the Tenant harmless respecting all claims, loss or liability arising out of or in any way connected with the Order issued against the Tenant and/or Suncor respecting a pre-existing environmental condition.
24. Overholding - In the event that the Term shall expire without extension and the Tenant shall continue to occupy the Lands after the expiration of the Term without any further written agreement and without written objection by Suncor on the first day of such overholding term, the Tenant shall be a tenant upon and subject to the provisions and conditions herein contained including Rent in an amount equal to the amount payable with respect to the last month immediately preceding the expiration of the Term together with Additional Rent and any other charges payable by the Tenant hereunder, but except as to the length of tenancy. Notwithstanding anything to the contrary contained in this Lease, including, without limitation, the terms of any early termination rights, such overholding tenancy shall be terminable by Suncor upon not less than thirty (30) days written notice.
25. Suncor Leasehold Interest - If Suncor is not the owner of the Lands, this Lease is subject to all the covenants and conditions of the lease under which Suncor is entitled to possession (the "Head Lease") and shall terminate sixty (60) days prior to the date of termination, expiration or, at the option of Suncor, assignment of the Head Lease. Suncor will advise the Tenant of the expiration date of such Head Lease and of any terms that materially affect the Tenant's operations, and the Tenant will neither do, suffer to be done nor permit any act or omission which would jeopardize Suncor's interest under the Head Lease. The Tenant shall execute any documentation reasonably required in order to comply with the terms of the Head Lease.
26. Interpretation -
- (a) If two (2) or more persons, whether individuals or corporations, execute this Lease as the Tenant, all covenants and obligations on the part of the Tenant hereunder shall be the joint and several covenant and obligations of each and all of them.
- (b) All covenants, terms, agreements, provisos and conditions hereinbefore contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successor and permitted assigns. Words imparting either gender or firms or corporations shall include persons of the other gender or firms or corporations, as applicable.
27. Notices - All notices hereunder shall be in writing and may be given by personal service (which includes courier delivery) and, in the case of the Tenant, by facsimile to the Tenant at the facsimile number on the first page of this Lease and to Suncor at the address or facsimile number on the first page of this Lease, or to such other address or facsimile number as any party may from time to time designate in accordance with this Section. Any notice made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof, or, if such day is not a business day, on the first business day thereafter. Any notice made or given by facsimile or electronic mail on a business day before 5:00 p.m. (local time of the recipient) shall be conclusively deemed to have been given and received on such business day, and otherwise shall be conclusively deemed to have been given and received on the first business day following the transmittal thereof. Any notice that is mailed shall be conclusively deemed to have been given and received on the fifth business day following the date of mailing but if, at the time of mailing or within five business days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any notice shall be delivered or transmitted by any other means provided for in this Section. When used in this Lease, "business day" shall mean a day other than a Saturday, Sunday or any statutory holiday in the province in which the Lands is located.
28. Goodwill - The Tenant will make no claim against Suncor for the payment of goodwill upon vacating the Lands or upon expiration or termination of this Lease.
29. No Waiver - No acceptance of rent subsequent to any breach or default, nor any condoning, excusing or overlooking by Suncor on previous occasions of breaches or defaults or other rights which Suncor has exercised, shall be taken to operate as a waiver of any of the covenants, terms, agreements, provisos or conditions herein contained or in any way defeat or affect the rights of Suncor.
30. Severability of Covenants - Any covenant, term, agreement, proviso or condition of the Lease which may in any way contravene the applicable laws, rules or regulations of any jurisdiction in



which the Lands are located shall be deemed severable and of no force or effect and shall not affect the validity of any other covenant, term, agreement, proviso or condition of the Lease.

- 31. Entire Agreement - The parties agree that there are no conditions, representations or warranties expressed or implied in respect of the subject matter herein other than those contained in the Lease or in any other written agreement executed and in force between the parties.
- 32. Registration - The Tenant agrees not to register this Lease in its entirety in any Registry or Land Titles office and agrees not to register any notice thereof, or any other document in respect of or relating to or mentioning this Lease, in any Registry or Land Titles office without the consent of both Suncor and the Registered Owner. Any registration shall include only the name of the Registered Owner and the minimum statutory requirements to effect registration. Without limiting the generality of the foregoing, no registration on title of any document including any reference to Suncor or any beneficial owner may be made without the prior written consent of Suncor and the Registered Owner, which consent may be withheld in their sole, absolute and unfettered discretion. Without limiting any other provision herein, the Tenant hereby indemnifies and holds Suncor and the other Suncor Indemnified Parties harmless from any and all losses, claims, actions, damages, liabilities and expenses, including legal fees, arising in connection with any breach of the foregoing requirements of this Section.
- 33. Further Assurances - The parties agree to do or cause to be done, from time to time, all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as may be necessary or desirable to carry out the provisions and intention of this Lease.
- 34. Privacy Act - Any Tenant that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of Suncor considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant (both initially and on an on-going basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.
- 35. Acceptance - The parties accept the Lease and the covenants, terms, agreements, provisos and conditions stated herein or hereinafter set forth.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SUNCOR ENERGY PRODUCTS PARTNERSHIP
 Per: Robert Elliot
 Robert Elliot
 Manager Real Estate & Leasing, National

THE CORPORATION OF THE TOWN OF ESSEX
 Per: Ken Macdermott
 Ken Macdermott, Mayor

Per: Robert Amber, Clerk

I/We have authority to bind the Corporation

SCHEDULE "A"
MAINTENANCE SCHEDULE

This Schedule is attached to and made part of a Lease dated the 16th day of February, 2016 between Suncor Energy Products Partnership and The Corporation of the Town of Essex.

The responsibilities of the Tenant with respect to the repair and maintenance of the Lands are generally summarized below. It is agreed by the Tenant and Suncor that the Tenant's specific obligations with respect to repair and maintenance shall be determined in accordance with the provisions of the Lease.

1. Yard & Fences

- i. Repair damaged asphalt or concrete pavement caused by any act, omission or the carelessness of the Tenant or its servants, agents, employees or representatives.
- ii. Repair potholes, as required.
- iii. Remove refuse and debris.
- iv. Maintain grassed and landscaped areas. Replace sod, plants and shrubs, as required.

2. Snow & Ice Removal

- i. Remove snow and ice immediately from driveways, parking areas and customer access areas.
- ii. Remove snow from public sidewalks in accordance with municipal regulations.

3. Safety

- i. Do not use gasoline or other low flash point products for cleaning anywhere on the Lands.
- ii. Maintain and replace as required all regulatory signs and notices required by Suncor and regulatory authorities.

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6 Will the business activities carried on or to be carried on in the Lands require a certificate of authorization, permit or other environmental approval?
 NO YES (if yes, provide details and attach a copy of the applicable certificate, permit or approval)

7 Will the business activities carried on or to be carried on in the Lands entail the discharge of Hazardous Substances in the water system or in the air?
 NO YES (if yes, provide details)

8 If the answer to Question 7 is yes, will pollution control equipment be required in the Lands to ensure that the discharge of Hazardous Substances in the water system or in the air will comply with all Environmental Laws?
 NO YES (if yes, provide details and list standards to be met)

9 Will a prevention training or emergency plan be put in place to prevent an environmental incident?
 NO YES (if yes, provide details and attach a copy of the plan and training procedure)

10 Will a spill control and containment program be put in place?
 NO YES (if yes, provide details and attach a copy of the plan and training procedure)

DATE Sept. 14, 2016
 THE CORPORATION OF THE TOWN OF ESSEX
 Per [Signature]
 Per [Signature]
 Robert G. Goss, Clerk
 I/We have authority to bind the Corporation

[Signature]

[Handwritten mark]

Appendix B

Outlet #00311

THIS LEASE EXTENSION AGREEMENT made this 1st day of February, 2021.

BETWEEN:

SUNCOR ENERGY PRODUCTS PARTNERSHIP,

(hereinafter called "Suncor")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF ESSEX

(hereinafter called the "Tenant")

OF THE SECOND PART;

WHEREAS the Tenant leased from Suncor Energy Products Partnership, as the Landlord, pursuant to a Lease dated the 16th day of February, 2016 (the "Lease") the Landlord's property located at 64 King Street West, Harrow, Ontario, such property being legally described in the said Lease and referred to therein as the "Leased Premises", for a term of five (5) years commencing March 1, 2016 and ending on February 28, 2021 (the "Term");

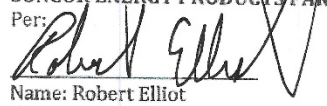
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree each with the other as follows:

1. The parties acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact. Any word or phrase used herein which is defined in the Lease as amended shall have the same meaning.
2. The parties hereto agree that the Lease is hereby extended for a further term of Five (5) years commencing on March 1, 2021 and ending on February 28, 2026 (the "**First Extension Term**") on the same terms and conditions applicable during the Term as contained in the said Lease, save and except as follows:
 - (a) the rent payable during the First Extension Term shall represent any and all property tax amounts, charges, expenses, levies of whatever nature and kind relating to the Leased Premises. Suncor shall as soon as practicable, after receipt and payment of the tax bills, send to the Tenant an invoice setting forth the amount of taxes paid. The Tenant shall pay within 30 days from the date of such invoice received by Suncor.
3. **The Tenant agrees not to register the Lease, as amended by this Agreement, in any Registry or Land Titles office and agrees not to register any notice thereof, or any other document in respect of or relating to or mentioning this Lease, in any Registry or Land Titles office.**
4. The parties hereto confirm that in all other respects, the terms, covenants and conditions of the Lease remain unchanged, unmodified and in full force and effect, except as amended in the within Agreement.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF each of the parties hereto have hereunto executed this agreement attested by the hands of their respective proper signing officers duly authorized in that behalf.

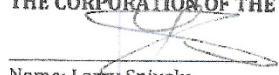
SUNCOR ENERGY PRODUCTS PARTNERSHIP

Per: 

Name: Robert Elliot
Title: Manager Real Estate & Leasing - National

I/We have authority to bind the Partnership

THE CORPORATION OF THE TOWN OF ESSEX



Per: Name: Larry Snively
Title: Mayor



Per: Name: Robert Auger
Title: Town Solicitor/Clerk

I/We have authority to bind the Corporation.