

LEASE AND GRANT

AGREEMENT OF LEASE made effective this..... day of..... **MAY**, 2019

BETWEEN**THE CORPORATION OF THE COUNTY OF ESSEX.**

of the COUNTY of **ESSEX**, Province of Ontario,

(hereinafter called the "Lessor")

-AND-

DEMETER FARMS CORP., a body corporate, with its Head Office in the Municipality of CHATHAM-KENT, in the Province of Ontario, incorporated under the laws of the Province of Ontario.

(hereinafter called the "Lessee")

WITNESSETH that the Lessor, being the owner (subject to the registered encumbrances, if any set out in clause 25 herein) of all petroleum, natural gas and related hydrocarbons, salts, minerals, substances, and any other gas within, upon or under those certain lands (hereinafter called the "Lands") in the Geographic Township of **ROCHESTER**, Town of **LAKESHORE**, in the County of **ESSEX**, Province of Ontario, containing ...**12.31**... acres, more or less and described as follows:

FIRSTLY; RDAL BTN CON WRR, ERR & CON 4, CON 5 ROCHESTER; PT RDAL BTN CON WRR & CON 3 ROCHESTER; PT RDAL BTN LT 12 CON 4 & LT 12 CON 5 ROCHESTER; PT LT 1, 12 PL 290 ROCHESTER; PT LANE PL 290 ROCHESTER; PT LT 20-36 PL 248 ROCHESTER; PT LT 8 CON WRR ROCHESTER; PT LT 8 CON ERR ROCHESTER; PT LT 12 CON 4 ROCHESTER; PT LT 12 CON 5 ROCHESTER AS IN R472983; SECONDLY; PT LT 8 CON ERR PT 1, 12R16709; BEING COUNTY RD 22 BTN FOURTH CONCESSION RD & EAST RIVER RUSCOM RD; S/T RO13534; LAKESHORE

P.I.N. 75049-0031

In consideration of the sum of One dollar (\$1.00) (hereinafter called the "Advance") paid to the Lessor by the Lessee (the receipt whereof is hereby acknowledged by the Lessor) and subject to the rents and the royalties hereinafter reserved and the covenants of the Lessee hereinafter contained, THE LESSOR DOT H HEREBY LEASE AND GRANT unto the Lessee the Leased Substances as herein defined within, upon or under the Lands together with the exclusive right and privilege to explore for, drill for, win, take, remove, store and dispose of the Leased Substances and for the said purposes at any and all times and from time to time to enter upon, use and occupy the Lands or so much thereto and to such extent as may be necessary or convenient, including but not limited to, the right to: complete any geological and geophysical surveys or research; drill, construct, repair, install, stimulate, inspect, test, plug back, deepen, abandon, remove, replace, maintain and operate wells; inject gas, air, water or any other fluids into the subsurface strata, whether produced from the said lands or elsewhere; construct, install, repair, abandon, remove, reconstruct, inspect, replace, maintain and operate pipe lines, well pads, and roadways; construct, install, replace, remove, repair, maintain and operate well-head equipment, tanks, stations, compressors, structures, and meters; construct, install, replace, maintain and operate any facilities necessary or incidental to said purposes; fence any portion of the Lands used for any related structure or facility; and construct, install, remove, replace, maintain, and operate any apparatus necessary for cathodic protection of facilities.

Upon the registration of this Lease and Grant (hereinafter called the "Lease") in the relevant Registry Office, free and clear of all encumbrances, Lessee shall pay to the Lessor an amount of ...**FIFTEEN**.....Dollars (**\$15.00**) per acre, less the Advance.

TO HAVE AND TO ENJOY the same for a term of **FIVE (5)** years (hereinafter called the Primary Term) from and including the date hereof and so long thereafter as the Leased Substances or any of them are produced or deemed produced, pursuant to this Lease or any other agreement with the Lessor or its successors and assigns from the Lands, subject to the other provisions herein contained;

PROVIDED that if operations for the drilling of a well are not commenced on the Lands on or before the first anniversary date hereof, this Lease shall terminate and be at an end on the first anniversary date, unless the Lessee shall have paid or tendered to the Lessor on or before the said anniversary date the sum of

..... **ONE HUNDRED AND EIGHTY FIVE** Dollars (**\$185.00**) (hereinafter called the "Delay Rental"), which payment or tender shall confer the privilege of deferring the commencement of drilling operations for a period of **ONE (1)** year from the said anniversary date, and that, in like manner and upon like payments or tenders, the commencement of drilling operations and the termination of this Lease shall be further deferred for like periods successively;

PROVIDED FURTHER that if at any time during the Primary Term and prior to the discovery of production on the Lands, the Lessee shall drill a dry well or wells thereon, or if at any time during such term and after the discovery of production on the Lands all such production shall cease and the well or wells from which such production was taken shall be abandoned, then this Lease shall terminate at the next ensuing anniversary date hereof unless prior to such anniversary date, operations for the drilling of a further well on the Lands shall have been commenced, or production or production operations shall have been resumed, or the Lessee shall have paid or tendered the Delay Rental; in which latter event the immediately preceding proviso hereof governing the payment or tender of the Delay Rental and the effect thereof, shall be applicable hereto;

AND FURTHER ALWAYS PROVIDED that if at the end of the Primary Term the Leased Substances are not being produced from the Lands and the Lessee is then engaged in drilling or production operations thereon, or if at any time and from time to time after the expiration of the Primary Term, production of the Leased Substances shall cease and the Lessee shall commence further drilling or production operations within NINETY (90) days after the cessation of the said production, then this Lease shall remain in force so long as any drilling or production operations are prosecuted with no cessation of more than NINETY (90) consecutive days, and, or operations result in the production of the Leased Substances or any of them so long thereafter as the Leased Substances or any of them are produced from the Lands;

IF AT ANY TIME and from time to time drilling or production operations are interrupted or suspended, or any well on the Lands or on any Spacing Unit as herein defined of which the Lands or any portion thereof form a part, is shut-in, suspended or otherwise not produced for any cause whatsoever beyond the Lessee's reasonable control including without limitation, the lack of or an intermittent market, the time of such interruption or suspension or non-production shall not be counted against the Lessee, anything hereinbefore contained or implied to the contrary notwithstanding.

THE LESSOR AND THE LESSEE HEREBY COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. Interpretation:-

In this Lease, unless there is something in the subject or context inconsistent therewith, the expressions following shall have the following meaning namely:

(a) "Leased Substances" shall mean and include:-

- (i) all petroleum, natural gas, and related hydrocarbons, salts and
- (ii) all other minerals, substances and any other gas produced in association with the fore-going elements set out in 1 (a) (i), or found in any water contained in the fore-going such reservoirs or horizons, but shall not mean and include coal and valuable stone, except in any such fore-going element reservoirs or horizons.

(b) "Lands" shall mean all the lands hereinbefore described or such portion or portions thereof as shall not have been surrendered.

(c) "Spacing Unit" shall mean and include the area allocated to a well for the purpose of drilling for and/or producing the Leased Substances or any of them by or under any law of the Province of Ontario now or hereafter in effect governing the spacing of petroleum and/or natural gas wells.

(d) "Commercial Production" shall mean the output from a well of such quantity of the Leased Substances or any of them as, considering the cost of drilling and production operations and price and quality of the Leased Substances, after a production test of THIRTY (30) days, would commercially and economically warrant the drilling of a like well in the vicinity thereof.

2. Royalty:-

The Lessee shall pay to the Lessor a royalty in an amount equal to the current market value at the well as and when produced of TWELVE AND ONE-HALF per cent (12.5 %) of all Leased Substances produced, saved and sold from the Lands, as ascertained at the point or points of measurement. Notwithstanding anything to the contrary in this Lease contained or implied, the Lessor shall not be entitled to any royalty with respect to any of the Leased Substances produced from the Lands, or pooled lands or unitized lands, as may be required and used with respect to operations hereunder, or unavoidably lost.

Such royalty shall be payable to the Lessor on or before the last day of the month following the month in which any well drilled on the Lands shall be brought in to production of the Leased Substances and thereafter on or before the 25th day of each succeeding month for so long as the Leased Substances shall be produced, saved and marketed from the Lands.

The Lessee shall make available to the Lessor during normal business hours at the Lessee's address hereinafter mentioned, the Lessee's records relative to the quantity of Leased Substances produced, saved and sold from the Lands and as ascertained at the point or points of measurement.

3. Shut-In Wells:-

If any well or wells on the Lands, or Lands with which the Lands or any portion thereof have been pooled, are capable of producing the Leased Substances or any of them, and all such wells are shut-in, suspended or otherwise not produced during any year ending on an anniversary date, the existence of the said shut-in wells shall continue this Lease in full force and effect as if the Leased Substances or any of them were being produced from the Lands within the meaning of the habendum clause for so long as the said wells are shut-in. In this event, the Lessee shall pay, within 35 days after the end of the relevant lease year, to the Lessor as royalty an amount equal to

ONE HUNDRED AND EIGHTY FIVE Dollars (\$185.00) less the amount of royalties and other payments paid or tendered to the Lessor during the said lease year. The Lessee covenants and agrees to use reasonable diligence to produce and either utilize or market the Leased Substances capable of being produced from under the said wells, but in the exercise of such diligence the Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator and lease tank on the pooled lands.

4. Lesser Interest:-

If the Leased Substances and/or the Lands are held by the Lessor in undivided ownership with another person or persons, then the Lessor shall be entitled to receive only a percentage of the rentals and royalties herein reserved, computed in accordance with the Lessor's percentage interest in the Leased Substances and/or the Lands. This Lease binds the Lessor to the full extent of the Lessor's interest in the Leased Substances and/or in the Lands and also extends to any after-acquired interest.

5. Compensation and Indemnification:-

The Lessee shall pay and be responsible for all damages and injuries sustained by the Lessor caused by or attributable to the operations of the Lessee and the Lessee shall indemnify the Lessor against all actions, suits, claims and demands by any person or persons whomsoever in respect of any loss, injury, damage or obligation to compensate arising out of or connected with the work carried on by the Lessee on the Land or in respect of any breach by the Lessee of any of the terms and conditions of this Lease insofar as the same relates to and affects the Lands, except where and to the extent that such damages and injuries are caused or contributed to by the act, neglect or default of the Lessor.

6. Restoration of Surface:-

Upon the abandonment of any well and the cessation of operations by the Lessee on the well site, and, upon the surrender of the Lease as herein provided, the Lessee shall restore the surface thereof to the same condition, so far as may be reasonably practicable as existed before the entry thereon and use thereof by the Lessee.

7. Taxes Payable by the Lessor:-

The Lessor shall promptly satisfy all taxes, rates and assessments of whatsoever nature or kind made or imposed against or in respect of any interest of the Lessor in the Lands or improvements thereon or thereto, or that may be assessed or levied, directly or indirectly, against the Lessor by reason of the Lessor's interest in production obtained from the Lands or the Lessor's ownership of mineral rights in the Lands.

8. Taxes Payable By The Lessee:-

The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of the undertaking and operations of the Lessee on, in, over or under the Lands, and shall further pay all taxes, rates and assessments that may be assessed or levied directly or indirectly against the Lessee by reason of the Lessee's interest in production from the Lands.

9. Correction of Land Description:-

If the description of the Lands hereinabove contained is incorrect or insufficient for the purpose of registration, or if it does not include all of the lands intended to be described in this Lease, the Lessor hereby appoints the Lessee, the leasing agent and/or any land department or other authorized employee of the Lessee to be the Lessor's power of attorney to correct this Lease accordingly, and the Lessor covenants to execute a new lease in the same form in every respect as this Lease, but containing a proper description of all the lands intended to be included in this Lease as aforesaid, if so requested by the Lessee.

10. Clearance of Prior Leases:-

The Lessor covenants that except for this Lease there is no valid lease of the Leased Substances, and if a lease of the Leased Substances is registered against the Lands or any portion thereof, the Lessor hereby authorizes and empowers the Lessee, at the Lessee's option and expense, to take any proceedings in the name of the Lessor, of the Lessee or both, to obtain a surrender, release, discharge or order vacating such lease or to obtain a declaration from the Ontario Court that such lease is invalid, and the Lessor further covenants and agrees to co-operate with the Lessee and to do what is responsibly required by the Lessee in any and all such proceedings.

Furthermore, the Lessor covenants not to enter into any agreement which would have the affect of encumbering the Lessee's rights herein in any way whatsoever.

11. Use of Leased Substances by Lessee:-

The Lessee shall have the right to the free use of the Leased Substances or any of them and water produced from the Lands, except water from the Lessor's wells, for all operations hereunder.

12. Registration of Lease:-

The Lessee shall register this Lease in the Registry Office or in the Land Titles Office for the area in which the Lands are situated and the Lessee shall withdraw or discharge the document so registered within a reasonable time after termination of this lease.

13. Pooling and Unitization:-

(a) The Lessee is hereby given the right and power at any time and from time to time during and after the primary term to pool the said lands, or any portion thereof, or any zone or formation underlying the said lands or any portion thereof, or any of the leased substances therein, with any other lands or any zone or formation thereof, but so that the lands so pooled and combined (herein referred to as a "unit") shall not exceed One (1) spacing unit as herein defined. The Lessee shall thereafter give written notice to the Lessor describing the extent to which the said lands are being pooled and describing the space unit with respect to which they are so pooled. In the event of pooling there shall be allocated to that portion of the said lands included in the spacing unit that proportion of the total production of the leased substances from the spacing unit after deducting any leased substances uses in operations on the pooled lands which the surface area of that portion of the said lands placed in the spacing unit bears to the total surface area of the lands in the spacing unit. The production so allocated shall be considered for all purposes, including the payment of royalty, to be the entire production of the leased substances from the portion of the said lands included in the pooling in the same manner as though produced from the said lands under the term of this lease.

(b) The Lessee may terminate any pooling pursuant to subclause (a) of this clause and thereafter shall give written notice to the lessor.

(c) If the spacing unit pooled under this clause is varied or terminated by any statute, regulation, order or directive of any government or governmental agency, or if the pooling is terminated or invalidated by reason of the termination or expiration of a lease covering any lands, other than the said lands, within the spacing unit, or any other cause beyond the Lessee's reasonable control, and this Lease shall none the less continue in force for a period of 90 days after the Lessee receives notice that the spacing unit has been varied or terminated or the pooling has been terminated or invalidated and the term of the Lease may be extended further pursuant to other provisions of this Lease, including without limitation the commencement of operations, within the said 90-day period.

(d) The Lessee is hereby given the right and power at any time and from time to time during and after the primary term to include the said lands or any portion thereof or any zone or formation underlying the said lands or any portion thereof, or any of the leased substances therein, in a Unit Agreement for the unitized development or operation thereof with any other lands, or any zone or formation underlying such other lands, or any of the leased substances therein, if such becomes necessary or desirable in the opinion of the Lessee. The Lessee shall thereafter give written notice to the Lessor stating that the said lands are being or have been unitized. The basis and manner of any such unitization, the manner of allocating unitized production among the several tracts of unitized lands, and the contents of any such Unit Agreement shall be in the sole discretion and determination of the Lessee, exercised bona fide, and when so determined shall be binding upon the Lessor.

(e) In the event of unitization, the production of leased substances which are unitized shall be allocated to that portion of the said lands included in the unit in accordance with the terms of the Unit Agreement. The production so allocated shall be considered for all purposes, including the payment of royalty, to be the entire production of the leased substances from the portion of the said lands included in the unit in the same manner as though produced from the said lands under the terms of this Lease. Upon notice from the Lessor, the Lessee shall provide the Lessor with a copy of the Unit Agreement within a reasonable time after the right and power granted hereunder has been exercised. The Lessee shall also have the right and power to withdraw the said lands, or any portion or portion of the said lands or the leased substances, from the Unit Agreement and shall give the lessor written notice hereof.

(f) Any operation conducted on the pooled lands or the unitized lands, whether conducted before, after or during the exercise of the rights and powers granted under this clause, or the presence of a shut-in or suspended well on the pooled lands or the unitized lands, shall have the same effect in continuing this Lease in force and effect during the term hereby granted or any renewal or extension thereof as if such operations were upon the said lands, or as if said shut-in or suspended well were located on the said lands.

14. Operations:-

(a) The Lessee shall conduct all its operations on the Lands in a diligent, careful and reasonable manner and in compliance with the provisions of law applicable to such operations and where such provisions of law conflict or are at variance with the provisions of this Lease, such provisions of law shall prevail;

(b) The Lessee covenants not to drill a well within two hundred feet of any residence or barn on the Lands without the Lessor's consent, and when required by the Lessor will bury pipelines below ordinary plough depth.

15. Discharge of Encumbrances and Dispute of Title:-

The Lessee may at its option and is hereby authorized by the Lessor to pay or discharge the whole or any portion of any tax, mortgage, balance of purchase money, lien or encumbrance of any kind or nature whatsoever at any time and from time to time upon the Lands or the Leased Substances which has priority to this Lease, in which event the Lessee shall be subrogated to the rights of the holder or holders thereof and may in addition thereto at the Lessee's option and is hereby authorized by the Lessor to reimburse itself by applying on the amount so paid by the Lessee, the rentals, royalties, or other sums accruing to the Lessor under the terms of this Lease. If the Lessor's title shall come into dispute or litigation, the Lessee may and is hereby authorized to withhold payment of rentals and royalties until final adjudication or settlement of such dispute or litigation.

16. Surrender:-

(a) Notwithstanding anything herein contained, the Lessee may at any time or from time to time determine or surrender this Lease and the term hereby granted as to the whole or any part or parts of the Leased Substances and/or the Lands, upon giving the Lessor prior written notice to that effect, whereupon this Lease and the said term shall terminate as to the whole or any part or parts thereof so determined or surrendered and the obligations of the Lessee shall be extinguished or correspondingly reduced as the case may be. Any reduction in the Delay Rental under the terms of this clause will be in the same proportion as the amount of acreage surrendered bears to the total acres under this Lease. The Lessee shall not be entitled to a refund of any rental or royalty theretofore paid. (b) If this Lease has been registered in the Registry Office for the Registry Division in which the Lands are situated, the Lessee upon surrendering all or any part of its interest in the Lands to the Lessor, shall, at its own expense register such surrender in such Registry Office.

17. Removal of Equipment:-

The Lessee shall at all times during the currency of this Lease and for a period of SIX (6) months after the termination hereof, so long as it is not in default or arrears, have the right to remove all or any of its equipment, incidental fastenings or apparatus including but not limited to machinery, compressors, meters, structures, pipelines, wellheads and well casing, fence and other materials from the Lands.

18. Default:-

(a) If, before or after the expiry of the primary term, the Lessor considers that the Lessee has not complied with any provision or obligation of this Lease, including but not limited to a failure to give notice or to pay in the manner specified any rental, suspended well payments, royalty or other sums for which specific provision is made in this Lease, the Lessor shall notify the Lessee in writing, describing in reasonable detail the alleged breach or breaches. The Lessee shall have 30 days after receipt of such notice to:

- (i) remedy or commence to remedy the breach or breaches alleged by the Lessor, and thereafter diligently continue to remedy the same; or
- (ii) commence and diligently pursue proceedings for a judicial determination as to whether the alleged acts or omissions constitute a breach or breaches on the part of the Lessee.

(b) The performance of any act by the Lessee intended to remedy all or any of the alleged breaches shall not be deemed an admission by the Lessee that it has failed to perform its obligations hereunder. If the Lessee fails to remedy or commence to remedy a breach or breaches within the 30 day period, or if having so commenced to remedy a breach or breaches thereafter fails to continue diligently to remedy the same, and if proceedings have not been commenced for a judicial determination as aforesaid, this Lease, except for the Lessee's right with respect to the removal of equipment and its obligation to remove any registered document in relation to this lease, shall thereupon terminate and it shall be lawful for the Lessor to re-enter the said lands and to repossess them. If proceedings for a judicial determination are commenced within the aforesaid period of time, this Lease shall not terminate until the existence of such breach has been finally judicially determined; nor shall it terminate if the Lessee within 30 days of such final determination has remedied or commenced to remedy the breach or breaches, and having so commenced to remedy the breach or breaches, thereafter diligently continues to remedy the same.

(c) Notwithstanding anything contained in this Lease, this Lease shall not terminate nor be subject to forfeiture or cancellation if there is located on the said lands or on the pooled lands or on the unitized lands a well capable of producing leased substances or any of them, or on which operations are being conducted; and, in that event, the Lessor's remedy for any default under this Lease shall be for damages only.

19. Quiet Enjoyment: -

The Lessor covenants and warrants that the Lessor has good title to the Leased Substances and the Lands as hereinbefore set forth, has good right and full power to grant and demise the same and the rights and privileges in the manner aforesaid, and that upon the Lessee observing and performing the covenants and conditions on the Lessee's part herein contained, the Lessee shall and may peaceably possess and enjoy the same and the rights and privileges hereby granted during the currency of this Lease without any interruption or disturbance from or by the Lessor or any other person whomsoever.

20. Further Assurances:-

The Lessor and the Lessee hereby agree that they will each do and perform all such acts and things and execute all such deeds, documents and writings and give all such assurances as may be necessary to give effect to this Lease.

21. **Assignment:-**

The parties hereto and each or either of them may at any time and from time to time delegate, assign, sub-let or convey to any other person or persons, corporation or corporations, all or any of the property, powers, rights and interest obtained by or conferred upon them respectively hereunder and as the same relate to all or any part of the Lands, and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause; provided that no assignment of royalties, rentals or other monies payable hereunder and no change or division in the ownership of the Lands or any part thereof, by the Lessor, however accomplished shall operate to enlarge the obligations or diminish the rights of the Lessee nor shall any such assignment be binding upon the Lessee unless and except the same is for the entire interest of the Lessor in all such sums remaining to be paid or to accrue hereunder and provided further that the Lessor shall give the Lessee THIRTY (30) days notice in writing in a form satisfactory to the Lessee of any such delegation, assignment, sub-letting or conveyance by the Lessor; provided further that in the event that the Lessee shall assign this Lease as to any part or parts of the Lands, the Delay Rental shall be apportioned amongst the several leaseholders rateably according to the surface area of each, and the several leaseholders shall be individually responsible for the payment of their portion of the Delay Rental and for the payment of royalties hereby paid unto the Lessor in respect of any production from wells drilled on their respective parts of the Lands. Should the Assignee or Assignees of any such part or parts fail to pay the proportionate part of the Delay Rental or the royalty payable by him or them, such failure to pay shall not operate to terminate or affect this Lease insofar as it relates to and comprises the part or parts of the Lands in respect of which the Lessee or its Assignees shall make due payment of rental and royalty.

22. **Manner of Payments:-**

All payments to the Lessor provided for in this Lease shall at the Lessee's option be paid or tendered either to the Lessor or to the Lessor's Agent ("Agent") named in and pursuant to this clause or to "the depository" herein named. All such payments or tenders may be made by cheque or draft of the Lessee payable to the order of the Lessor or the Lessor's Agent, or in cash, either mailed postage prepaid, registered or delivered to the Lessor or the Lessor's Agent, as the case may be, or to the depository, as the Lessee may elect. Payment or tenders made by mail as herein provided shall be deemed to have been received by the addressee FORTY-EIGHT (48) hours after such mailing.

The Lessor does hereby appoint **THE CORPORATION OF THE COUNTY OF ESSEX**
of **360 FAIRVIEW AVE. W., ESSEX, ONTARIO N8M 1Y6**
as the Lessor's agent as aforesaid
and **PAY DIRECT**
(Bank or Trust Company),
at **SAME AS ABOVE**
and its successors, as the Lessor's depository as aforesaid.

All payments to the depository shall be for the credit of the Lessor or the Lessor's Agent, as the case may be. The Agent and the depository shall be deemed to be acting on behalf of the Lessor and shall continue as the Agent and depository, respectively, of the Lessor for receipt of any and all sums payable hereunder regardless of any change or division in ownership (whether by sale, surrender, assignment, sublease or otherwise) of the Lands or any part thereof or the Leased Substances therein contained or of the royalties or other payments hereunder unless and until the Lessor gives the notice mentioned herein. All payments made to the Agent or depository as herein provided shall fully discharge the Lessee from all further obligation and liability in respect thereof. No change in Agent or depository shall be binding upon the Lessee unless and until the Lessor shall have given THIRTY (30) days notice in writing to the Lessee to make such payments to another Agent or a depository at a given address which changes will be specified in such notice; provided however, that only one such Agent and one such depository, both of whom shall be resident in Canada, shall have authority to act on behalf of the Lessor at any one time.

23. **Entire Agreement:-**

This Lease expresses and constitutes the entire agreement between the Parties, and no implied covenant or liability of any kind is created or shall arise by reason of these presents or anything herein contained.

24. **Notices:-**

All notices to be given hereunder may be given by letter delivered or mailed, postage prepaid, registered and addressed to: Lessee at **12412 LONGWOODS ROAD, R.R. #6, THAMESVILLE, ONTARIO N0P 2K0** and to the Lessor at **360 FAIRVIEW AVE. W., ESSEX, ONTARIO N8M 1Y6** , or such other address as either from time to time may appoint in writing, and every such notice so mailed shall be deemed to be given to and received by the addressee FORTY-EIGHT (48) hours after such mailing.

25. **The Family Law Act, 1990: -**

We.....**NA** and **NA** being spouses within the meaning of Section 1(1) of the Family Law Act S.O., 1990, c.F.3. do hereby consent to the transaction evidenced by this instrument and the registration of same on the title to the lands hereinbefore described.
And _____ (Mortgagee or other encumbrancer) of the Lands and/or Leased Substances concur(s) to this Lease and grant(s) to the Lessee of full, free and unencumbered right, title and interest in and to the Lands and/or the Leased Substances to the extent of this Lease. The Spouse (Spouses) and Mortgagee (or other encumbrancer) hereby authorize and direct payment to the Lessor of all sums, payments and royalties herein provided for.

26. **Measurement:-**

If the standard of measurement applicable to the transaction contemplated herein is changed by the law to the International System of Units (SI) or any other system, all measurements provided for herein shall be interpreted as referring to the International System of Units (SI) or other applicable equivalents.

27. **Statutes, Regulations, Laws and Orders:-**

This Lease is subject to the provisions of any Statute, (Dominion or Provincial), and any Regulation or Order pursuant to such Statute now or hereafter in effect and applicable to the same.

28. **Enuring Clause:-**

Subject as hereinbefore provided, this Lease shall enure to the benefit of and be binding upon the Parties hereto and each of them, their respective heirs, executors, administrators, successors and assigns.

29. **Schedule "A" Clause:-**

As further described in Schedule "A" hereto if attached and forming a part of this document.

IN WITNESS WHEREOF the Parties hereto have executed and delivered these presents as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the Presence of:

LESSOR
THE CORPORATION OF THE COUNTY OF ESSEX

.....

.....

.....

I/We have the authority to bind the corporation.

.....

LESSEE

DEMETER FARMS CORP.

.....

ANDREW MACLEOD, President
I have the authority to bind the Corporation.