

SUBLEASE AGREEMENT

THIS INDENTURE (this "Lease") made in duplicate the 10th day of November, 2022

BETWEEN

HALDIMAND YOUTH SOCCER CLUB
(hereinafter called the "Sub-Landlord")

and

ROY A. COX FARMS LTD.
(hereinafter called the "Sub-Tenant")

RECITALS:

- A.** By a Lease dated the 11th day of September, 2006 made between The Corporation of Haldimand County (the "Lessor") as owner, and the Sub-Landlord, as Lessee, a copy of which is annexed as Schedule "A" (the "Head Lease"), the Lessor leased to the Sub-Landlord the Premises described as follows in the Head Lease (the "Premises", (Schedule "B")):

Those lands described as Part of Lots 7 and 8, East of Plank Road, and Part of Lots 28 and 29, River Range, former Township of Seneca, County of Haldimand, designated as Parts 1, 2, 3, and 6 on Reference Plan 18R-4673 in the Land Registry Office in Haldimand (No. 18), located on McClung Road, Caledonia, being approximately forty-five (45) acres;

- B** By a Sub-Lease dated the 10th day of November, 2022 made between the Sub-Landlord and the Sub-Tenant, the Sub-Landlord sublets to the Sub-Tenant a portion of the Premises (the "Sub-Premises"), consisting of an area of ten (10) acres, more or less, as noted on Schedule "B");
- C.** The Lessor has consented to the Sub-Landlord's sub-lease of the Sub-Premises on the terms as set out below.

THIS INDENTURE WITNESSES:

Grant of Sub-Lease

- 1.** The Sub-Landlord demises and leases the Sub-Premises to the Sub-Tenant, and the Sub-Tenant leases the Sub-Premises from the Sub-Landlord, for the term and on the conditions and provisions set forth in this Sub-Lease Agreement.

Terms of Sub-Lease

2. The term of this Sub-Lease shall be from November 11, 2022 to September 10, 2027, the termination date of the Head Lease.

Rent

3. As rent for the Sub-Premises, the Sub-Tenant covenants to pay to the Sub-Landlord, at the Premises or such other place as the Sub-Landlord may from time to time designate in writing, in Canadian funds and without deduction or setoff, \$500 per year on the first day of each year during the Term of this Sub-Lease Agreement.

Benefit of Head Lease

4. Subject to the terms and provisions of this Sub-Lease Agreement, the Sub-Tenant shall be entitled to all benefits granted to the Sub-Landlord under or by virtue of the provisions of the Head Lease. During the Term of this Sub-Lease Agreement, the Sub-Premises shall be used for the purposes of farming. ("Permitted Use").

Head Lease to Govern

5.
 - a) This Sub-Lease Agreement and all rights and interests of the Sub-Tenant under this Sub-Lease Agreement are and shall at all times be expressly subordinate and subject to all of the terms and provisions of the Head Lease. Subject to the obligations of the Sub-Tenant set out in paragraph (b) below, the Sub-Landlord will pay the rent reserved by and perform and observe the covenants on its part contained in the Head Lease with respect to the Sub-Premises, so far as they are not required by this Sub-Lease Agreement to be performed and observed by the Sub-Tenant.
 - b) The Sub-Tenant assumes and agrees to be bound by and to keep and perform each and every one of the covenants, agreements, and obligations with respect to the Sub-Premises to be performed by the Sub-Tenant, as tenant to the Lessor in the Head Lease.

Permitted Use of Sub-Premises by Sub-Tenant

6. The Sub-Tenant shall, at all times during the Term of this Sub-Lease Agreement, use the Sub-Premises only for the Permitted Use and shall not use the Sub-Premises for any illegal or other purpose. The Sub-Tenant hereby agrees that, throughout the Term, it shall abide by the following additional requirements of the Sub-Landlord:
 - a) The Sub-Premises identified in this Sub-Lease Agreement (approximately ten (10) acres as described in Schedule "C"), will be actively farmed on an annual basis, **with crops removed in a timely manner** (at least annually);
 - b) The Sub-Premises to be farmed will be accessed only through existing access points and **never through the Soccer Park area**;
 - c) Any damage to the roads, access points, or land will be the responsibility of the Sub-Tenant if such damage was caused by or as a result of the Sub-Tenant's actions or negligence and will be repaired at the Sub-Tenant's cost;

- d) Weeds must be controlled by professional application with the appropriate licenses and in accordance with all legislation and/or regulations;
- e) Fertilizing by chemical must be done in accordance with all legislation and/or regulations and by professional application where warranted; and
- f) **No farming equipment is to be stored on the Sub-Premises at any time.**

Insurance

7. The Sub-Tenant shall, at all times during the term of this Agreement, provide, maintain, and keep in force, at its own cost and expense, liability insurance including: products and completed operations, cross-liability, severability of interest, bodily injury, property damage, personal injury, tenant's legal liability, and non-owned automobile to a limit of no less than TWO MILLION (\$2,000,000.00) DOLLARS, with a 30-day notice of cancellation and WSIB compliance, if applicable, included.

The policy shall be endorsed to add the Sub-Landlord and the Lessor of the Head Lease (The Corporation of Haldimand County) as additional insureds, but only with respect to liability arising out of the Sub-Tenant's use and operation of the Sub-Premises. The Sub-Tenant shall provide the Sub-Landlord and the Lessor of the Head Lease with a Certificate of Insurance evidencing such coverage upon execution of this Sub-Lease Agreement and on the first day of each year during the Term of this Sub-Lease Agreement.

Termination

- 8.
- a) Either party may terminate this Sub-Lease Agreement by giving three (3) months written notice of termination to the other party.
 - b) On the termination of this Sub-Lease Agreement, whether by lapse of time or otherwise, the Sub-Tenant will immediately surrender to the Sub-Landlord possession of the Sub-Premises and the improvements in the same condition in which the Sub-Tenant received them, normal wear and tear and other items specifically excepted by the Head Lease only excepted.

Assignment and Subletting

9. **The Sub-Tenant covenants not to assign, sublet, or part with or share possession of all or any part of the Sub-Premises without the consent in writing of the Sub-Landlord and of the Lessor under the Head Lease.** The provision of the Head Lease with respect to assigning or subletting are expressly incorporated in this Sub-Lease Agreement.

Notices

- 10.** All notices or other documents required or which may be given under this Sub-Lease Agreement shall be in writing, duly signed by the party giving such notice and transmitted by mail as follows:

To the Sub-Landlord at: Haldimand Youth Soccer Club
45 Caithness St E #3
Caledonia, ON N3W 1L5
To the Sub-Tenant at: Roy A. Cox Farms LTD.
457 Haldimand Road 66
Caledonia, ON N3W 1N9

Any notice or document so given shall be deemed to have been received when delivered, or on the fifth business day following the date of mailing. If the postal system is disrupted by postal strike, any notice shall be delivered in-person or via email. Any party may from time to time by notice given as provided above change its address for the service of notices.

Interpretation

- 11.** In this Sub-Lease, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Reference to the Sub-Tenant shall include an individual or a corporation, with all appropriate grammatical and other changes wherever the context requires. The headings in this Sub-Lease Agreement are for ease of reference only and are not to be used as an aid in the interpretation of this Sub-Lease Agreement.

Severability

- 12.** If any provision of this Sub-Lease Agreement shall be deemed illegal, invalid, or unenforceable, then it shall be considered separate and severable from this Sub-Lease Agreement and the remainder of this Sub-Lease Agreement shall not be affected by the severance, but shall remain in force and be binding on the parties and enforceable to the fullest extent of the law.

Successors and Assigns

- 13.** This Sub-Lease Agreement and everything contained in it, including all Schedules annexed to it, shall ensure to the benefit of and be binding on the respective heirs, legal personal representatives, successors, and permitted assigns of the parties.

Time

- 14.** Time is of the essence of this Sub-Lease Agreement and each and every provision in it.

Governing Law

- 15.** This Sub-Lease Agreement shall be construed and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have duly executed this Sub-Lease Agreement.

SIGNED, SEALED, AND DELIVERED)	HALDIMAND YOUTH SOCCER
)	
)	
)	
)	
)	_____
)	President
)	
)	
)	_____
)	Haldimand Youth Soccer Club Director
)	
)	I/We have the authority to bind the corporation
)	
)	
)	
)	ROY A. COX FARMS LTD.
)	
)	
)	
)	_____
)	
)	I/We have the authority to bind the corporation