

LEASE AGREEMENT

This LEASE AGREEMENT (this “**Lease**”) is made and entered into as of the [_____] day of [____], 2025 (the “**Effective Date**”) by and between ADM Agri-Industries Company, (“**Lessee**”), and The Corporation of the City of Port Colborne (“**Lessor**”). The parties hereto may be referred to herein, each as a “**Party**” and collectively, as the “**Parties**.”

RECITALS:

WHEREAS, Lessor holds fee title to certain real property located in Port Colborne, Ontario, Canada, commonly known as 1 King St., Port Colborne, ON, Canada, and as more particularly described on Exhibit A attached hereto (together with any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property, the “**Property**”).

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the Property as depicted on Exhibit A-2 (the “**Leased Premises**”) for the purpose of probing and weighing trucks and any other lawful business operation connected thereto (collectively, the “**Purpose**”), upon the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Lease Grant.

1.1. Leased Premises. In connection with the foregoing, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises for the Lease Term, for and in consideration of the rents hereinafter reserved, subject to all of the terms and provisions hereinafter provided.

1.2. Truck Turn-Around. In addition to the leasehold rights granted by Lessor to Lessee pursuant to this Section, throughout the Lease Term and in consideration of the terms and conditions of this Lease, Lessor hereby grants to Lessee, and Lessee hereby accepts the right of to utilize the area depicted on Exhibit A-3 for truck turn around with the specific understanding that Lessee shall be responsible for any damages and maintenance of the Property as a result of Lessee’s (or any Lessee Party’s) use of such turn around.

1.2.1 No Interference; Risk of Loss. Lessee, in the exercise of the rights granted to Lessee hereunder, shall not hinder nor interfere with the business and activities of Lessor on the remainder of the Property or the owners or tenants of proximate land, or the tenants, subtenants and other Lessees in the Property, or damage or interfere with any utilities or other facilities located on such proximate land. Lessee shall avoid any damage or interference with any installations, structures or improvements located upon the Property. Except for Lessor’s negligence or willful misconduct, Lessor shall have no responsibility, liability or obligation with respect to any property of Lessee, it being acknowledged and understood by Lessee that the safety and security of any such property is the sole responsibility and risk of Lessee. Subject to the immediately prior sentence, at its sole cost and expense, Lessee shall make adequate provisions

for, and shall have sole responsibility for, the safety and convenience of all persons using, any vehicles located upon the Ingress and Egress Route.

2. Lease Term. The “Initial Term” of this Agreement shall begin on July 1, 2025 and continue for six (6) months thereafter expiring on December 31, 2025 (the “**Lease Term**”). Lessee shall have the option to extend the Lease Term for an additional six months that shall commence on January 1, 2026 and end on June 30, 2026 by giving Lessor at least 30 days written notice prior to the end of the Initial Term.

3. Rent. Commencing on the Effective Date and throughout the entirety of the Lease Term, Lessee shall pay, without any notice, demand, offset or reduction whatsoever, to Lessor, in monthly installments in advance on the first day of each month, the rent (“**Rent**”), which shall consist of the following:

3.1. Base Rent. The Base Rent (“**Base Rent**”) which shall be Twelve Thousand (\$12,000.00) for the Lease Term, paid by Lessee in advance on the Effective Date and shall increase by two (2) percent per annum; and

4. Use of Property.

4.1. Permitted Use. Lessee shall occupy and use the Leased Premises solely for purposes of probing and weighing trucks and assisting grain handling operations; *provided* that any such use shall be subject in all respects to the other terms and provisions of this Lease, and subject to any and all legal requirements (collectively, the “**Permitted Use**”). Lessee shall not use the Leased Premises (and shall not permit the Leased Premises to be used) for any use or purpose other than the Permitted Use.

4.2. Permits; Compliance with Legal Requirements. Lessee shall, at its sole cost and expense, procure and continuously maintain any and all licenses and permits required by any applicable laws or regulations for any use made of the Leased Premises. Lessee shall comply with all legal requirements applicable to its use of the Leased Premises and operation of Lessee’s business thereupon.

4.3. Quiet Possession. Lessor covenants that Lessee shall have the peaceable and quiet possession of the Leased Premises for the Lease Term in accordance with the terms of this Lease without disturbance by Lessor any Persons claiming by or through Lessor, subject to the terms of this Lease and Persons with preexisting rights of record.

4.4. Lessor’s Rights. During the Lease Term, Lessor and its designees and representatives shall have the right to enter upon the Leased Premises, or any part thereof, in any emergency at any time, and, at other reasonable intervals and at reasonable times and upon reasonable advance written notice to Lessee for the purposes of inspecting the Leased Premises, ascertaining the condition of the Leased Premises or whether Lessee is observing and performing its obligations under this Lease, and/or making such repairs and/or replacements as Lessor may perform pursuant to the terms of this Lease, all without hindrance or molestation from Lessee or any Person claiming by, through or under Lessee. Lessor shall (and shall cause its representatives and designees to) use reasonable efforts to minimize interference with Lessee’s use and occupancy of the Leased Premises and activities and/or business operations conducted thereon.

5. Ownership of Personal Property.

5.1. Ownership of Personal Property. All alterations constructed or installed on the Leased Premises in accordance with the terms of this Lease and all of the personal property now or hereafter located on the Leased Premises are, and shall remain, the sole property of Lessee, and Lessor shall have no right, title or interest therein. Upon termination of this Lease or at any prior time, Lessee may, if it desires to do so, be permitted to remove any and all of such equipment.

5.2. Encumbrances; Construction Liens. Without Lessor's prior consent, which may be withheld in Lessor's sole and absolute discretion, Lessee shall not create or permit to be created or to remain, and shall discharge or bond over, any lien, encumbrance or charge which might be or become a lien, encumbrance or charge upon the Leased Premises, the estate, rights and interest of Lessor therein, any part thereof or any income therefrom. Lessee shall keep the Leased Premises free and clear of all vendor's, construction, laborer's or materialman's statutory or other similar lien affecting the Leased Premises or any part thereof resulting from construction done by or on behalf of Lessee.

6. Transfers.

6.1. Transfer of Lessee's Interest.

6.1.1 The Lessee shall not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage or encumber this Lease or the Leased Premises or any part thereof, nor grant any licence or franchise in respect thereof, nor suffer or permit the occupation of, or part with or share possession of all or any part of the Leased Premises by any person (all of the foregoing being hereinafter collectively referred to as a "**Transfer**"), without the prior written consent of the Lessor in each instance, which consent may be unreasonably or arbitrarily withheld at the Lessor's sole option and discretion, notwithstanding any statutory provision to the contrary. The consent by the Lessor to any Transfer, if granted, shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. This prohibition against a Transfer is construed so as to include a prohibition against any Transfer by operation of law and no Transfer shall take place by reason of a failure by the Lessor to reply to a request by the Tenant for consent to a Transfer.

6.2. Transfer of Lessor's Interest.

6.2.1 Transfer of Lessor's Interest. Lessor may Transfer all or any part of its interest in the Leased Premises or this Lease to one or more persons without restriction or limitation.

6.2.2 Release of Lessor. The term "**Lessor**," as used in this Lease so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the entity Lessor at the time in question of the Leased Premises, and in the event of any transfer or transfers of the fee interest in the Leased Premises, Lessor herein named shall be automatically freed and relieved from and after the date of such transfer of all liability with respect to the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed; *provided, however*, that no Lessor shall be freed or relieved from any

of its obligations or liabilities hereunder which first arise or accrue prior to the transfer of such Lessor's interest in the Leased Premises.

7. Indemnity.

7.1. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor and its mortgagees, affiliates, direct and indirect owners, and their respective officers, directors, partners, shareholders, lenders, principals, managers, members, employees, contractors and agents (each, an "**Indemnified Party**") against any and all losses, damages, expenses and other liabilities, including, without limitation, reasonable legal fees and any third-party claims, which may be imposed upon or incurred by or asserted against any Indemnified Party. by reason of the Lessee's use or occupancy of the Leased Premises. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by willful misconduct on the part of any Indemnified Party.

7.2. Notice of Claim. Subject to the terms of this Lease and upon obtaining knowledge of a claim for which it is entitled to indemnity under this Section, the Indemnified Party shall, within thirty (30) days of obtaining such knowledge, deliver a notice of such claim ("**Notice of Claim**") to Lessee. The failure to provide (or timely provide) a Notice of Claim will not affect the Indemnified Party's rights to indemnification.

8. Insurance.

8.1. By Lessee.

8.1.1 Lessee, at its sole cost and expense, shall obtain and maintain (or cause to be obtained and maintained) at all times during the Lease Term the following coverage:

(a) All-risks, also known as all-perils (including sewer back-up, flood and earthquake) property insurance in an amount equal to the full replacement cost of Property of every description and kind owned by the Lessee or for which the Lessee is legally responsible, and which is located on or about the Leased Premises, including, without limitation, anything in the nature of a leasehold improvement;

(b) The Lessee shall at its expense, obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Lessor and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

(a) A limit of liability of not less than \$5,000,000.00 occurrence with no aggregate limit;

(b) Add the Lessee as an Additional Insured with respect to the operations of the Named Insured (the Lessee);

(c) The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured;

(d) Non-owned automobile coverage with a limit approved by the Landlord and shall include contractual non-owned coverage (SEF 96);

(e) Products and Completed Operations coverage;

(f) Contractual Liability;

(g) Hostile fire; and

(h) The policy shall provide 30 days prior notice of cancellation.

(i) The policy shall name the Lessee as additional insured.

(c) tenant's legal liability insurance for the actual cash value of the building and structures on/within the Leased Premises, including loss of use thereof;

(d) workers' compensation (including occupational disease) and employer's liability insurance, in an amount equal to the greater of (i) \$[____], or (ii) such amounts as are usually carried by prudent persons of similar financial condition operating similar properties in the same general locality, or as otherwise required by applicable Legal Requirements;

(e) automobile insurance for its fleet to the extent it may relate to operations under this Lease for such policy amounts as may be reasonably approved by the Lessee; and

(f) environmental impairment liability insurance policy covering claims arising out of the Lessee's operations pursuant to this Lease for such policy amounts as may be reasonably approved by the Lessee.

8.1.2 The Lessee's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Lessee.

8.1.3 The Lessee shall provide a Certificate of Insurance to the Lessor evidencing coverage in force at least 10 days prior to contract commencement

8.1.4 The foregoing coverage required under this Section shall, in each case, (i) be maintained without gap or lapse in coverage and with insurers authorized to issue insurance in the Province of Ontario, (ii) contain no exclusions, other than standard exclusions specifically disclosed to, and reasonably approved in advance by, Lessor in writing, and (iii) include a waiver of subrogation in favor of the Lessor.

8.1.5 Lessee shall have the right to insure and maintain the insurance coverages set forth in this Section under blanket or umbrella insurance policies provided that such blanket policies (x) provide the amount of insurance allocable to the Leased Premises shall at all times be not less than the amounts set forth above, and that such amounts will not be reduced by any loss at any other location, and (y) shall comply with the provisions of this Section. All insurance required to be maintained by Lessee hereunder, including primary and umbrella and/or excess insurance, shall be primary and non-contributory as to any other insurance (including

primary and umbrella and/or excess insurance) or self-insurance programs afforded to or maintained by Lessor or any other Insured Parties.

8.1.6 Upon failure of Lessee to procure, maintain and place such insurance required pursuant to this Section and pay all premiums and charges therefor, Lessor may (but shall not be obligated to) do so; *provided* that Lessor and Lessee shall each notify the other promptly upon learning of any such failure and provided further that Lessor shall afford Lessee three (3) business days within which to cure any such failure unless such cure period would expose Lessor to any liability, penalty or other burden. If Lessor elects to procure such insurance as aforesaid, Lessee shall pay the amount thereof to Lessor as Additional Rent within ten (10) days after demand therefor.

9. Taxes.

9.1. Taxes Payable. From and after the Effective Date, subject to terms and conditions of this Section 9.1, Lessee shall be solely responsible for and shall pay, as and when due, any and all taxes, general and special assessments, and other similar charges levied upon (a) any personal property and (b) any gross or net receipts of or sales by Lessee. Lessee shall also pay to the appropriate federal, provincial, regional, local or municipal governmental authority, agency or subdivision, before any penalties or fines are assessed, any use and occupancy tax that may be imposed upon Lessee in connection with the Leased Premises. Lessor agrees to exercise commercially reasonable efforts to submit to Lessee a copy of all notices, tax bills and other correspondence Lessor receives from any taxing authorities regarding any taxes Lessee is required to pay hereunder within thirty (30) days after Lessor receives same, and it is a condition to Lessee's obligations to timely make payment or reimbursement of taxes that Lessee is obligated to pay hereunder that Lessee receives the real property tax bill no later than twenty (20) business days prior to the delinquency date for such taxes.

10. Additional Rent.

10.1. Lessee shall pay to Lessor monthly as additional rent: (i) the actual cost of any utility, including without limiting the generality of the foregoing, any electricity and water, based on Lessee's actual usage determined on their pro rata share of such utilities for the property if not submetered; (ii) the cost of any realty taxes attributable to the Leased Premises; (iii) the cost of the Lessor's insurance for the Leased Premises; and (iv) such other items which are owing by the Lessee to the Lessor and may be added to the Rent pursuant to the terms of this Lease (collectively, "**Additional Rent**")

11. Maintenance and Repair.

11.1. By Lessor. Notwithstanding anything contained herein to the contrary, Lessor shall have no obligation to perform, inspect, incur any costs with respect to, and/or monitor any maintenance and repair, and the making of replacements to the Leased Premises.

11.2. By Lessee. At all times during the Lease Term, Lessee shall, at no cost or expense to Lessor, keep and maintain the Leased Premises in good condition and repair and in a

safe and sanitary condition and in compliance with all laws. In no event shall Lessor be required to repair any injury or damage to or to make any repairs or replacements of the Leased Premises. If Lessee fails to make any repairs and/or replacement required of Lessee hereunder within ten (10) days after notice thereof from Lessor, Lessor may (but does not have the obligation to) make such repairs and/or replacement and Lessee shall pay to Lessor as Additional Rent promptly upon receipt of Lessor's statement therefor an amount equal to the sum of (i) all of the costs and expenses incurred by Lessor in effectuating such repair and/or replacement. Lessee shall permit no waste or nuisance upon or damage or injury to the Leased Premises.

12. Alterations

12.1. Lessee may not, without Lessor's prior written consent, make any alterations to the Leased Premises. Any request by Lessee for Lessor's consent to an alteration hereunder shall be accompanied by a copy of the proposed plans and specifications and budget therefor, each of which shall be reasonably detailed and shall be subject to Lessor's approval prior to commencement of the work. Any alteration shall be performed by Lessee, at its sole cost and expense.

12.2. In the event that Lessee commences construction of any alteration, the following requirements shall apply (except to the extent Lessor reasonably determines that, because of the nature or extent of the Alteration, any such requirement is not applicable) and, upon Lessor's written request, Lessee shall deliver to Lessor a certificate from an officer of Lessee certifying that:

12.2.1 Lessee shall give Lessor no less than thirty (30) days' written notice prior to commencing construction of any Alteration;

12.2.2 such construction shall, when completed, be of such a character as not to decrease the value of the Leased Premises as it was immediately before such construction;

12.2.3 all work done in connection with such construction shall be done in a good and workmanlike manner and in compliance with all laws

13. Security. Subject to any applicable laws and in accordance with the terms of this Agreement, Lessee may, at its sole expense, construct and maintain such security systems and security devices on the Leased Premises which Lessee deems appropriate and necessary for the protection of the Leased Premises.

14. Condemnation

14.1. Substantial Taking. If, at any time during the Lease Term, all or any portion of the Leased Premises is taken by exercise of the power of condemnation, expropriation or similar right (or conveyed by Lessor in lieu of such exercise) (other than for any Temporary Taking), Lessee will have the right to cancel this Lease by written notice to Lessor given within twenty (20) days after the occurrence of such taking. If Lessee does not so elect to cancel this Lease pursuant to this Section, then this Lease shall continue without diminution of any of the obligations of Lessee hereunder. In the event of any such taking pursuant to this Section, the entirety of any award will be paid to Lessor and Lessee will have no right or claim to any part of such award.

15. Casualty.

15.1. Casualty. If, at any time during the Lease Term, all or any part of the Leased Premises shall be destroyed or damaged in whole or in part by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, ordinary or extraordinary or foreseen or unforeseen (each, a “**Casualty**”), Lessee may cancel this Lease as of the date of such Casualty by written notice given to Lessor within sixty (60) days after the occurrence of such Casualty.

15.2. Negligence. If any such Casualty is the result of the gross negligence or willful misconduct of Lessee, there will be no abatement of Base Rent or Additional Rent. Lessee will have no rights to terminate this Lease on account of any damage to the Leased Premises except as set forth in this Lease.

16. Default.

16.1. Events of Default. Each of the following events shall constitute an “**Event of Default**”:

16.1.1 Failure to Pay. Lessee shall fail to pay within five (5) business days after the date the same is due any Base Rent or any Additional Rent or other amount Lessee may be required to pay hereunder;

16.1.2 Failure to Perform. Lessee shall fail to observe, keep or perform any of the other terms, agreements or conditions set forth in this Lease on Lessee’s part to be observed, performed or complied with, and such failure or omission has continued for ten (10) days (or such longer period as may reasonably be required to cure such failure or omission; *provided* that cure has commenced and Lessee is diligently proceeding to complete such cure) after written notice from Lessor;

16.2. Remedies for Event of Default. Upon the occurrence and during the continuation of an Event of Default, Lessor may, at its option, and in addition to and cumulatively of any other rights Lessor may have at law or in equity or under this Lease, (a) cure the Event of Default on Lessee’s behalf, in which event Lessee shall pay to Lessor, as Additional Rent, on demand for all sums so paid, expended or incurred by Lessor; (b) terminate this Lease by notice to Lessee and in conformity with procedures required hereby and by Legal Requirements; or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Lessor shall have all remedies available at law or in equity. In any event, Lessee will pay, in addition to the rentals and other sums agreed to be paid hereunder, reasonable and actual legal fees, costs and expenses in any suit or action instituted by Lessor to enforce the provisions of this Lease or the collection of the rentals due Lessor hereunder, and all costs, expenses and damages incurred by Lessor as a result of the Event of Default.

17. Termination.

17.1. Expiration. Unless earlier terminated pursuant to and in accordance with the terms hereof, this Lease shall continue until the end of the then current Lease Term.

17.2. Surrender and Removal. Upon the termination or expiration of this Lease, Lessee shall vacate and surrender to Lessor the Leased Premises, subject to ordinary wear and tear, and excepting any damage for which Lessee is not responsible. Lessee, on or before the termination or expiration of this Lease, shall remove all of the personal property from the Leased Premises. Upon the expiration of the Lease Term or upon the termination of Lessee's right of possession hereunder, whether by lapse of time or otherwise, any alterations not so removed shall become the property of Lessor unless Lessor notifies Lessee in writing prior to the expiration of the Lease Term or upon termination of the Lessee's right of possession, in which case Lessee shall remove such alterations and repair any damage to the Leased Premises caused by such removal. If Lessee does not remove personal property from the Leased Premises prior to the expiration or earlier termination of the Lease Term, Lessor may, at its sole option: (a) require Lessee to remove the same after the Lease Term; (b) remove the same and deliver the same to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal (including the repair of any injury or damage to the Leased Premises resulting from such removal), delivery, and warehousing to Lessor on demand; or (c) treat such Personal Property as having been conveyed to Lessor with this Lease as a bill of sale, without further payment or credit by Lessor or Lessee.

18. Force Majeure. If either Party's performance under this Lease is prevented or delayed, despite such Party's best efforts to perform, by causes beyond such Party's reasonable control, including strikes, riots, fires, floods, lightning, rain, earthquake, extraordinary wind or other weather events, war, invasion, insurrection, civil commotion, unavailability of resources due to national defense priorities, any act of God, binding orders, actions or inactions of any Governmental Authority, Legal Requirements, technological impossibility, changes in law or applicable regulations subsequent to the date hereof or any other similar or dissimilar cause beyond its reasonable control and not attributable to its neglect (each, a "**Force Majeure Event**"), upon such claiming Party providing notice in reasonable detail to the other Party the requirement of performing such obligation shall be postponed by a period equal to the period of time such Party's performance under this Lease is prevented or delayed by such Force Majeure Event.

19. Representations and Warranties of Lessor and Lessee.

19.1. Representations and Warranties of Lessor. Lessor hereby makes the following representations and warranties to Lessee effective as of the Effective Date:

19.1.1 Formation. Lessor is a municipal corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario, has full power and authority to conduct its business as presently conducted and to enter into this Lease and perform all obligations thereunder, and is duly authorized to conduct business in Ontario.

19.1.2 Authority. Lessor has the power and authority to enter into, deliver and perform this Lease.

19.1.3 No Violations or Defaults. Neither the execution and delivery of the Lease by Lessor nor the consummation by Lessor of the transactions contemplated in the Lease, nor compliance by Lessor with the terms and provisions of any one or more of the Lease will: (i) violate or conflict with any provision of the instruments or agreements by which the Lessor is formed and/or governed, (ii) violate or conflict with any laws or any judgment, decree or order of

any court applicable to or affecting Lessor, (iii) breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation encumbering the Leased Premises and/or by which Lessor or any Affiliate of Lessor (or their respective assets) is bound.

19.1.4 Consents and Approvals. Except for consents and approvals already obtained in writing and delivered to Lessee, no consents or approvals of, or filings or registrations with any governmental authority or with any other third party by Lessor are necessary in connection with the execution, delivery and performance of this Lease by Lessor.

19.1.5 Broker. Neither Lessor nor any affiliate of Lessor nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Lease.

19.2. Representations and Warranties of Lessee. Lessee hereby makes the following representations and warranties to Lessor effective as of the Effective Date:

19.2.1 Formation. Lessee is a corporation duly formed, validly existing and in good standing under the laws of the Province of Ontario, has full power and authority to conduct its business as presently conducted and to enter into this Lease and perform all obligations thereunder, and is duly authorized to conduct business in Ontario.

19.2.2 Authority. Lessee has the power and authority to enter into, deliver and perform the Lease.

19.2.3 No Violations or Defaults. Neither the execution and delivery of the Lease by Lessor nor the consummation by Lessee of the transactions contemplated in the Lease, nor compliance by Lessee with the terms and provisions of any one or more of the Lease Documents will: (i) violate or conflict with any provision of the instruments or agreements by which the Lessor is formed and/or governed, (ii) violate or conflict with any laws or any judgment, decree or order of any court applicable to or affecting Lessee, (iii) breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation encumbering the Leased Premises and/or by which Lessee or any Affiliate of Lessee (or their respective assets) is bound.

19.2.4 Consents and Approvals. Except for consents and approvals already obtained in writing and delivered to Lessor, no consents or approvals of, or filings or registrations with any Governmental Authority or with any other third party by Lessee are necessary in connection with the execution, delivery and performance of this Lease by Lessee.

19.2.5 Broker. Neither Lessee nor any affiliate of Lessee nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Lease.

19.3. No Other Representations and Warranties; As-Is, Where-Is. Except for the representations expressly contained in this Section 21, each of the Parties acknowledges and agrees that (i) there are no other representations, statements or warranties, express or implied, have been

made by, or on behalf of, the other Party hereto; and the Parties have relied on no such other representations, statements or warranties, (ii) it has undertaken and is relying upon its own due diligence evaluation of the Leased Premises, and (iii) it is entering into this Lease with the understanding and agreement that it is assuming the risk of any adverse conditions or matters relating to the Property and the Leased Premises that might exist or arise in the future.

20. General Provisions.

20.1. Notices; Payments. The address of each Party for all notices required or permitted to be given hereunder shall be as follows, or such other address of which the other Party has received notice:

If to Lessee:

Archer-Daniels-Midland Company
4666 E. Faries Parkway
Decatur, IL 62526
Attention: Justin Onken
Email: Justin.Onken@adm.com

If to Lessor:

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne L3K 3C8
Attention: City Clerk

20.1.1 Delivery. All notices shall be in writing, and may be delivered by any of the following methods, with all delivery charges and/or postage pre-paid: personal delivery (including delivery by private courier services), reputable overnight courier service (i.e., Federal Express, UPS, DHL), United States first class certified mail with return-receipt requested, registered mail from Canada Post, or facsimile transmission with receipt confirmed. Any notice personally delivered shall be deemed to have been validly and effectively given on the date of such delivery, unless such date shall not be a business day, in which case such delivery shall be deemed to have been validly and effectively given on the next succeeding business day. Any notice transmitted by facsimile shall be deemed to have been validly and effectively given on the date on which it is transmitted and receipt is confirmed; *provided* that it is received during normal business hours (i.e., between 9:00 a.m. and 5:00 p.m. local time of the recipient), and otherwise on the next succeeding business day. Any notice sent by reputable overnight courier or by United States first class certified mail or Canada Post registered mail shall be deemed to have been validly and effectively given on the date of the receipt for delivery thereof.

20.1.2 Payments. Payments shall be made to Lessor, at Lessor's election, either (a) by wire transfer to an account designated by Lessor, or (b) by check delivered to Lessor's address as set forth in this Section, or such other address specified by Lessor. Payments to Lessor shall not be deemed made until delivered to Lessor in accordance with the foregoing.

20.2. Approvals and Consents Generally. Whenever in this Lease the approval or consent of either Party is required or contemplated, unless otherwise specified such approval or consent shall in the sole discretion of such Party.

20.3. Amendments. This Lease may not be amended or terminated, in whole or in part, nor may any of the provisions be waived, except by a written instrument executed by the Party against whom enforcement of such amendment, termination or waiver is sought.

20.4. Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease.

20.5. Further Documents. Each Party agrees to perform such further acts and execute such further documents as may be necessary or appropriate to carry out the expressed intents and purposes of this Lease.

20.6. Severance Clause. If any term or provision of the Lease, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

20.7. Interest on Past-Due Obligations. Except as otherwise expressly provided in this Lease, whenever this Lease requires the payment of interest on any amount due from either Party to the other, such interest shall be at the rate of two percent (2%) per annum plus the prime rate announced from time to time by the Bank of America, or the maximum rate permitted under Legal Requirements, whichever is less, from the date due (the “**Overdue Rate**”). Payment of such interest (in and of itself) shall not excuse or cure any default by Lessee under this Lease.

20.8. Entire Agreement. This Lease contains all agreements of the Parties with respect to the subject matter hereof. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only by a writing signed by all Parties.

20.9. Waiver. No waiver by Lessor or Lessee of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A Party’s consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such Party’s consent to or approval of any subsequent act.

20.10. Binding Effect; Successors and Assigns. This Lease shall bind the Parties, their personal representatives, successors and assigns.

20.11. Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument. PDF or facsimile counterparts shall be deemed originals.

20.12. Resolution of Drafting Ambiguities. Each Party acknowledges that it was represented by counsel in connection with the preparation, execution and delivery of this Lease and that such Party’s counsel reviewed and participated in the revision of this Lease and all exhibits

and schedules hereto and that any rule of construction under the laws of Ontario to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of any of the provisions of this Lease.

20.13. Exhibits. All exhibits attached to this Lease are incorporated in this Lease by this reference as though set forth in full in this Lease.

20.14. Captions. The headings to the Sections of this Lease have been inserted solely for convenience of reference and shall not modify, define or limit the express provisions of this Lease.

20.15. No Joint-Venture or Partnership. Nothing contained in this Lease shall be deemed or construed to create or constitute a partnership, joint venture, or other co-ownership by and between the Parties as to the rights, duties and obligations of the Parties hereunder. The respective obligations of each Party shall be construed as separate and independent obligations of each respective Party, and shall not be deemed joint or several.

20.16. Governing Law. This Lease shall be construed and enforced in accordance with and governed by the laws of the Province of Ontario.

20.17. No Consequential Damages. Notwithstanding anything to the contrary in this Lease, no Party shall be liable for any indirect, consequential, punitive, special or exemplary damages.

20.18. Confidentiality. Each of Lessor and Lessee shall keep the terms of this Lease confidential for the benefit of the other Party, and shall not to disclose such terms to anyone, by any manner or means, directly or indirectly, without the prior written consent of the other Party; however, Lessor and Lessee may each disclose the terms and conditions of this Lease to its lawyers, accountants, contractors, employees, affiliates and direct or indirect investors, and existing or prospective financial partners, lenders or purchasers (collectively, such Party's "**Representatives**"), and/or if required by Law or court order, provided all persons to whom either Party is permitted hereunder to disclose such terms and conditions are advised of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). The consent by Lessor or Lessee to any disclosures shall not be deemed to be a waiver on the part of Lessor or Lessee of any prohibition against any future disclosure. Notwithstanding the foregoing, the Lessee understands that the Lessor is a municipal corporation and that: (i) this Lease may require the approval of its Council; and (ii) the Lessor subject to Freedom of Information legislation and may be required to disclose certain confidential information in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). This Section shall survive the termination or expiry of this Agreement.

[Remainder of This Page is Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the Effective Date.

LESSOR:

**The Corporation of the City of Port
Colborne**

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the City.

LESSEE:

**ADM Agri-Industries Company,
a Canadian corporation**

By: _____
Name:
Title:

I have authority to bind the Corporation.

EXHIBIT A-1
Description of the Property

The Demised Premises are part of PIN 64457-0164 (LT) which PIN is legally described as:

LOT 1 S/S SUGAR LOAF ST, 2 S/S SUGAR LOAF ST, 3 S/S SUGAR LOAF ST, 4 S/S SUGAR LOAF ST, 5 S/S SUGAR LOAF ST, 6 S/S SUGAR LOAF ST, 7 S/S SUGAR LOAF ST, 8 S/S SUGAR LOAF ST, 9 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 1 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 2 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 3 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 4 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 5 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 6 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 7 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 8 S/S SUGAR LOAF ST PLAN 845; WATER LOT IN FRONT OF LOT 9 S/S SUGAR LOAF ST PLAN 845; PT WATER LT IN FRONT OF LT 10 S/S SUGAR LOAF ST PL 845; PT LT 10 S/S SUGAR LOAF ST PL 845; PT WATER LT IN FRONT OF LT 29 CON 1 HUMBERSTONE; PT LAND UNDER THE WATERS OF LAKE ERIE IN FRONT OF THE TOWNSHIPS OF WAINFLEET, HUMBERSTONE AND BERTIE; PT LT 13 S/S SUGAR LOAF ST PL 987, 988 & 989; PT GRAVEYARD ON LAKESHORE IN REAR OF LOTS 11, 12 AND 13 S/S SUGAR LOAF ST PL 987, 988 & 989; PT WATER LT IN FRONT OF LT 28 CON 1 HUMBERSTONE; PT WATER LT IN FRONT OF STRIP FRONTING LT 1 LAKESHORE, IN REAR OF LT 3 S/S SUGAR LOAF ST PL 987, 988 & 989; PT WATER LT IN FRONT OF STRIP FRONTING LT 2 LAKESHORE, IN REAR OF LT 4 S/S SUGAR LOAF ST PL 987, 988 & 989; PT WATER LT IN FRONT OF STRIP FRONTING LT 3 LAKESHORE, IN REAR OF LT 5 S/S SUGAR LOAF ST PL 987, 988 & 989; PT WATER LT IN FRONT OF LT 4 ON THE LAKESHORE, IN REAR OF LT 6 S/S SUGAR LOAF ST PL 987, 988 & 989; PT WATER LT IN FRONT OF LT 5 ON THE LAKESHORE, IN REAR OF LT 7 S/S SUGAR LOAF ST PL 987, 988 & 989; PT WATER LT IN FRONT OF LT 6 ON THE LAKESHORE, IN REAR OF LT 8 S/S SUGAR LOAF ST PL 987, 988 & 989; PT SAND LT ON LAKESHORE, W OF KING ST IN REAR OF LT 1 & 2 S/S SUGAR LOAF ST PL 987, 988 & 989 AS IN PC14715 & PT 1, 2, 5, 7, 8, 9, 59R7889, PT 2, 3, 4, 5, 6, 59R10446, PT 1, 30R11708, EXCEPT PARTS 1, 2 & 3 PLAN 30R11870 AND PART 2 PLAN 59R17855; CITY OF PORT COLBORNE

EXHIBIT A-2
Depiction of Leased Premises



EXHIBIT A-3
Depiction of Truck Turn Around

