

THIS REVIVAL AND EXTENSION (this “**Agreement**”) is made as of the 13th day of April, 2026 (the “**Effective Date**”),

B E T W E E N:

THE CORPORATION OF THE TOWN OF TILLSONBURG
(the “**Lessor**”)

OF THE FIRST PART

- and -

VAN QUAETHM FARMS LTD.
(the “**Lessee**”)

OF THE SECOND PART

WHEREAS:

- A. pursuant to an agreement dated March 26, 2025, the Lessor leased to the Lessee certain lands described in Schedule “A” attached hereto for agricultural purposes (the “**Lease**”);
- B. the original term of the Lease commenced on April 1, 2025, and ended on December 31, 2025 (the “**Original Term**”);
- C. the terms of the Lease provided that the Lease may be extended for additional one (1) year terms by the Lessor in the Lessor’s sole and absolute discretion; and,
- D. the Lessor and the Lessee wish to revive, extend the term of, and amend the Lease on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the payment of Two Dollars (\$2.00) of lawful money of Canada by each of the parties to the other, the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto covenant and agree as follows:

- 1. **Recitals.** The Lessor and the Lessee acknowledge, confirm, and agree that the foregoing recitals are true, both in substance and fact, and form part of this Agreement.
- 2. **Defined Terms.** Unless the context otherwise requires, capitalized terms used but not defined in this Agreement shall have the respective meanings given to them in the Lease.
- 3. **Revival & Extension.** The Lease is hereby revived (and is in full force and effect in accordance with its terms as amended herein), and the Lease Term is hereby extended for a period of one (1) year commencing as of the Effective Date and ending on December 31, 2026 (the “**Extension Term**”).

4. **Rent.** The Lessee covenants and agrees to pay, during the Extension Term, to the Lessor, or to such other person or at such other location as the Lessor may direct, Base Rent in the same amount and manner as provided for in the Lease.
5. **Interpretation.** The Lessor and Lessee hereby confirm that in all other respects, the terms, covenants, and conditions contained in the Lease shall remain unchanged, and shall continue to be in full force and effect, except as modified by this Agreement. In the event of a conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall prevail.
6. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
7. **Enurement.** Subject to the restrictions on assignment, this Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
8. **Further Assurances.** Each of the parties shall promptly do, make, execute, and deliver, or cause to be done, made, executed, and delivered, all such further acts, documents, or things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement.
9. **Counterparts.** This Agreement may be executed in counterparts and by facsimile or other form of electronic transmission of an originally executed document, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same document.

[Remainder of page left blank. Signing page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

THE CORPORATION OF THE TOWN OF TILLSONBURG

Per: _____
Name: Deb Gilvesy
Title: Mayor

Per: _____
Name: Trisha McKibbin
Title: Clerk

We have authority to bind The Corporation of the Town of Tillsonburg.

VAN QUATHEN FARMS LTD.

Per: _____
Name: Joe Van Quaethem
Title: Vice President

I have authority to bind the corporation.

SCHEDULE "A"

Description of the Lands

Firstly:

Part of Lots 3, 4, and 5, Concession 5 NTR Middleton, and more particularly described as Part 2, Plan 37R-283 and Parts 10 and 11, Plan 41R-10104, comprising approximately 66 acres of farmable land;

Secondly:

Part of Lots 2 and 3, Concession 5 NTR Middleton, and more particularly described as part of Part 1, Plan 37R352, comprising approximately 48 acres of farmable land, and expressly excluding the southernmost 18 acres of farmable lands and all lands south of Otter Creek;

Thirdly:

Lands located on the east side of Highway 19 (Vienna Road), legally described as part of Lots 8 and 9, Concession 4, NTR, and more particularly described as Lots 1613 and 1638A, Plan 500, comprising of approximately 17 acres of farmable lands, with access through an unnamed road adjacent to Lots 1612, 1613 and 1614; and,

Fourthly:

Part of Lot 12-13, Concession 4, NTR Middleton as in NR442642 N of NR368925, Norfolk County, comprising approximately 34 acres of farmable lands.