PARKING SPOT LEASE  
(EV CHARGING INSTALLATION)

THIS LEASE is made as of the _____ day of ________________, 2020 (“Effective Date”).

BETWEEN:

ERTH CORPORATION, a corporation duly incorporated and existing under the laws of the Province of Ontario, or its affiliates

(the “Tenant”)

and

THE CORPORATION OF THE TOWN OF GODERICH, a Municipality duly formed and existing within the meaning of the Municipal Act (Ontario)

(the “Landlord”)

WITNESS:

THAT the Parties have entered into a memorandum of understanding on September 9, 2019 to lease the Parking Spots (as defined below);

AND THAT in consideration of the Rent, covenants, agreements and conditions herein contained, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the Parking Spots, upon and subject to terms and conditions set forth in this Lease.

1. DEFINITIONS

“Access Right-of-Way” has the meaning ascribed to it in Section 2(2)(ii) hereof.
“Affiliate” has the meaning ascribed to it in the Business Corporations Act (Ontario).
“Rent” has the meaning ascribed to it in Section 7(1) hereof.
“Commencement Date” has the meaning ascribed to it in Section 3 hereof.
“Commercial Operation Date” refers to the date on which commercial operation of the EV Charger Installations is first attained, being the time at which the EV Charger Installations is open to the public for use.
“Connecting Equipment” has the meaning ascribed to it in Section 2(2)(i) hereof.
“Connecting Rights-of-Way” has the meaning ascribed to it in Section 2(2)(i) hereof.
“EV” means an electric vehicle.
“Event” has the meaning ascribed to it in Section 15 hereof.
“Expiry Date” has the meaning ascribed to it in Section 3 hereof.
“Extension Notice” has the meaning ascribed to it in Section 4 hereof.
“Extension Term” has the meaning ascribed to it in Section 4 hereof
“Indemnified Party” has the meaning ascribed to it in Section 12 hereof.
“Indemnifying Party” has the meaning ascribed to it in Section 12 hereof.
“Lease” means this Parking Spot Lease.
“Notice” has the meaning ascribed to it in Section 15 hereof.
“Party” means a party to this Lease, and any reference to a Party includes that Party’s successors and permitted assignees; and “Parties” means, collectively, every Party.

“Permits” means all permits, approvals, consents and licenses necessary for the EV Charger Installations.

“Plans” means the plans, specifications, schematics, working drawings, blueprints, schedules and other similar renderings for the construction, installation or major alteration of the EV Charger Installations and the Connecting Equipment, as prepared by the Tenant.

“Parking Spots” means those dedicated parking spots described in Schedule “A” on and around which Tenant will construct and operate the EV Charger Installations.

“EV Charger Installations” means the an EV charging modules, electrical connection equipment, and associated signage to be constructed, installed and erected and around the Parking Spots and owned by the Tenant, for the purposes of providing electric vehicle charging to the public.

“Realty Taxes” means all municipal real Parking Spots taxes attributable to the Parking Spots.

“Tenant’s Condition” has the meaning ascribed to it in Section 5(1) hereof.

“Term” has the meaning ascribed to it in Section 3 hereof.

2. PARKING SPOTS

Subject to the terms and conditions of this Lease, the Landlord hereby grants and demises to the Tenant:

1. a lease of the Parking Spots for the installation and operation of the EV Charger Installations to feed electricity to EVs, including (a) the use of, and access to, electrical infrastructure located under and around the Parking Spots and (b) dedicated parking access to EV drivers for the purposes of charging their EVs; and

2. one or more rights-of-way to be shared in common with the Landlord and others entitled thereto, in, over, under, and across the Parking Spots and the surrounding areas for the purposes of:

   (i) installing, operating, inspecting, maintaining, repairing and replacing all equipment required to connect the EV Charger Installations to electrical power supplied by the electricity grid (the “Connecting Equipment”), which Connecting Equipment shall include, without limitation, conduits, cables, electrical wiring, electrical pedestal, EV charging station, electric meters and connecting hardware (the “Connecting Rights-of-Way”); and

   (ii) access to the Parking Spots and the Connecting Rights-of-Way (the “Access Right-of-Way”).

3. TERM

To have and to hold the Parking Spots for a term (the “Term”) of Ten (10) years commencing on the first business day after delivery by the Tenant to the Landlord of a Notice that the Tenant’s Condition has been satisfied or waived in full (the “Commencement Date”), and expiring on the day prior to the tenth (10th) anniversary of the Commencement Date (the “Expiry Date”);

4. OPTION TO EXTEND OR PURCHASE

At least six (6) months prior to the end of the Term, the Landlord or the Tenant may give Notice indicating to the other if they desire an extension to the Term of this Lease (“Extension Term”), on and subject to the terms and conditions as set forth in this Lease (“Extension Notice”).
Notwithstanding the foregoing, during the Extension Term, Rent shall be negotiated at the time that the Extension Term is agreed upon.

5. **CONDITIONS**

   (1) This Lease shall be conditional on the Tenant satisfying itself, in its sole and absolute discretion, that it has the ability to install and operate the EV Charger Installations at the Parking Spots (the “Tenant’s Condition”), which ability shall include, without limitation:

   (i) the Tenant having satisfied itself with respect to the zoning and permitted uses for the Parking Spots, the environmental condition of the Parking Spots, and the suitability of the Parking Lots for the EV Charger Installations;

   (ii) the Tenant having obtained all necessary financing for the EV Charger Installations, including receipt of funding from Natural Resources Canada;

   (iii) the Tenant having obtained, at its sole cost and expense, all Permits necessary for the EV Charger Installations; and

   (iv) the Commercial Operation Date having been attained for the EV Charger Installations.

   (2) The Tenant’s Condition is for the sole benefit of the Tenant and may be waived by the Tenant in whole or in part in the Tenant’s sole discretion. The Tenant shall give Notice to the Landlord immediately upon satisfaction of the Tenant’s Condition. In the event that neither a Notice of satisfaction of the Tenant’s Condition nor a Notice waiving the Tenant’s Condition has been delivered by the Tenant to the Landlord by 11:59 p.m. EST on the day which is eighteen (18) months following the Effective Date, the Tenant shall have the option to terminate this Lease, and if the Tenant elects to do so, this Lease shall terminate and be of no further force and effect and neither Party shall have any further rights, obligations or liability to the other, save and except for the Tenant’s obligations under Section 6(1) and Section 11(5) which shall survive the termination of this Lease.

6. **USE AND ACCESS**

   (1) The Landlord acknowledges, consents and agrees that the Tenant, its contractors, agents and employees may, from and after the Effective Date, use the Parking Spots for the purposes of installing the EV Charging Installations. The Landlord agrees that, in furtherance of such permitted use, the Tenant may install, operate, inspect, maintain, repair, replace, enhance, upgrade and alter the Connecting Equipment in its sole discretion, subject to the terms of this Lease. The Tenant agrees that any existing municipal infrastructure in or around the Parking Spots shall not be damaged, disturbed or rendered ineffective by the Tenant’s permitted use and further agrees to repair any damage to the Parking Spots and associated municipal infrastructure caused by the Tenant, its contractors, agents and employees throughout the Term and any renewals.

   (2) The Landlord agrees that, as of the Effective Date, the Tenant and its contractors, agents, and employees and invitees (including, without limitation, the IESO) shall have access to the Parking Spots, the Connecting Right-of-Way and the Access Right-of-Way at all times during the Term.

   (3) The Landlord agrees that, as of the Commencement Date, use of the Parking Spots will be restricted to EV drivers and such EV drivers will have access to the
Parking Spots for the purposes of using the EV Charger Installations at all times during the Term.

7. **RENT**

The rent payable by the Tenant to the Landlord for use, access and rights described in this Lease shall be Zero Dollars ($0.00) (the “Rent”).

8. **REALTY TAXES**

   (1) The Landlord shall pay when due all Realty Taxes for the Parking Spots.
   
   (2) The Tenant shall pay all business taxes, personal taxes and any other taxes which are attributable to the EV Charger Installations and the business of the Tenant on the Parking Spots, or to the installation and operation of the EV Charger Installations and/or the Connecting Equipment.

9. **INSURANCE**

The Tenant covenants and agrees that during the Term, it shall, at its sole cost and expense, insure and keep insured the EV Charger Installations, including all of the Connecting Equipment, in an amount equal to its full replacement value. The Tenant further covenants and agrees that it shall at its sole cost and expense maintain comprehensive general public liability insurance with a cross-liability endorsement against claims for personal injury, death or damage occurring due to the lawful and proper use of the EV Charger Installations by the public in a minimum amount of at least **Five Million Dollars ($5,000,000)**, per occurrence.

10. **INSTALLATIONS, REPAIRS AND MAINTENANCE**

   (1) The Landlord consents, acknowledges and agrees that the Tenant may construct, install, operate and maintain the EV Charger Installations upon the Parking Spots in accordance with the terms hereof. The Tenant shall have the right, from time to time, to add or remove equipment as needed to increase or decrease the capacity of the EV Charger Installations, as determined by the Tenant in its sole discretion.

   (2) Prior to the commencement of any construction, installation, major alteration or connection of the EV Charging Installation, the Tenant shall obtain the written approval of the Landlord to the Plans for the same for review and approval. The Landlord’s review of any Plans will be completed within twenty (20) business days after receipt of same from the Tenant. The Landlord may require reasonable changes and revisions in and to any Plans and the Tenant shall, at its cost and expense, promptly and with due diligence give effect to any such reasonable changes or revisions which are not expected to create any material negative impact on the operation of the EV Charger Installations. The Tenant shall be responsible for and shall reimburse the Landlord for all reasonable and actual out-of-pocket expenses associated with or arising from the Landlord’s review of the Plans as provided herein. When the Landlord has given its written approval of any Plans, the Tenant shall, at its sole risk, cost and expense, commence and diligently proceed with and complete the installation, construction and interconnection of the EV Charger Installations in accordance with the Plans, as approved.

   (3) All construction, alteration, maintenance, repair, replacement, installation and removal of the EV Charger Installations and the Connecting Equipment shall be carried out in a good workmanlike manner, shall comply with all laws, regulations, by-laws, orders, rules and ordinances of any competent authority, shall be subject
to supervision by the Landlord and shall be performed only by qualified persons employed by the Tenant.

(4) The Tenant shall obtain all Permits necessary for the construction, installation and operation of the EV Charger Installations. The Landlord hereby gives its consent to any such action taken by the Tenant in applying for any and all Permits that are necessary for the construction and operation of the EV Charger Installations, and the Landlord hereby appoints the Tenant as its agent for applying for any such Permits which are required to be applied for by the Landlord as owner of the Parking Spots.

(5) Upon expiry or earlier termination of the Lease, and in the event that the parties do not exercise the option to renew or purchase pursuant to Section 4, the Tenant shall, within two (2) months of such expiry or earlier termination, remove the EV Charger Installations and Connecting Equipment and all other Tenant-owned equipment placed on or affixed to the Parking Spots, including, without limitation, signage and other improvements made to or installed at the Parking Spots, whether above or below ground, and all improvements made to the Parking Spots by the Tenant to the Parking Spots and the Connecting Right-of-Way, and shall restore the Parking Spots and the Connecting Right-of-Way to the condition in which they existed prior to the installation of all such equipment, and the Tenant shall be responsible for repairing any damage caused to the Parking Spots by such removal to the reasonable satisfaction of the Landlord.

(6) The Tenant covenants and agrees that it shall, at its own expense, keep the EV Charger Installations and Connecting Equipment and all other Tenant-owned equipment placed on or affixed to the Parking Spots in a safe and properly maintained condition, and in good repair.

(7) The Landlord covenants and agrees that it shall, at its own expense, keep the Parking Spots (excluding the EV Charger Installations, Connecting Equipment and all other Tenant-owned equipment placed on or affixed to the Parking Spots) in a safe and properly maintained condition, and in good repair, in a manner consistent with the Landlord’s maintenance practices with similar parking spots.

11. COVENANTS

(1) The Tenant covenants with the Landlord:

(i) Rent. To pay Rent in accordance with this Lease.

(ii) Permits. To obtain and maintain all Permits necessary for the installation and operation of the EV Charger Installations, Connecting Equipment and all other Tenant-owned equipment placed on or affixed to the Parking Spots.

(iii) Repair. To repair and maintain the EV Charger Installations, Connecting Equipment and all other Tenant-owned equipment placed on or affixed to the Parking Spots as a prudent owner would in accordance with this Lease.

(iv) Observance of Applicable Law. To comply promptly in all material respects with and conform to the requirements of every law at any time or from time to time in force during the Term and any Extension Term affecting in any way the Parking Spots, the Tenant’s operations thereon or the EV Charger Installations.

(v) Installation, Maintenance and Repair. The Tenant shall repair any damage to the Parking Lots and adjacent areas as a result of the Tenant’s
installation of the EV Charger Installations to the satisfaction of the Landlord, acting reasonably.

(vi) **Observance.** To observe and perform all the covenants and provisos of this Lease on the part of the Tenant to be observed and performed.

(2) The Landlord covenants with the Tenant:

(i) that upon observing the covenants herein provided, the Tenant may peaceably hold and enjoy the Parking Spots during the Term without any interruption or interference by the Landlord, its agents or employees, or any person lawfully claiming through the Landlord, for the exclusive purpose of allowing EV drivers to park and charge their vehicles;

(ii) to keep the Parking Spots maintained (including snow removal) and in good repair at all times during the Term, provided that the cause of any disrepair has not been caused by the EV Charger Installations or is otherwise attributable to the Tenant’s lease of the Parking Spots; and

(iii) to cooperate as necessary and execute all reasonable and applicable documents requested by the Tenant in connection with the Tenant’s efforts to obtain all Permits, as well as to obtain any certifications, approvals, and/or inspections by any organization or agency.

12. **INDEMNITY**

The Tenant (in this Section 12, the “**Indemnifying Party**”) agrees to indemnify and save harmless the Landlord and its successors and assigns, and its officers, directors, shareholders and representatives, and their successors and assigns (collectively, in this Section 12, the “**Indemnified Party**”), against and in respect of any and all losses, costs, expenses, damages, liabilities, claims and demands whatsoever arising to or suffered by the Indemnified Party as a result of physical damage to Parking Spots and for injury to any person, including reasonable lawyers’ fees, to the extent resulting directly from or arising directly out of (i) any operations or activities of the Indemnifying Party on the Parking Spots; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party on the Parking Spots; or (iii) any breach of this Lease or of any covenant contained herein by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the expiry or earlier termination of this Lease.

13. **TENANTS DEFAULT**

Upon the failure by the Tenant to fully perform or of any default by the Tenant under any of its obligations under this Lease, within thirty (30) days after receiving Notice thereof from the Landlord (provided, however, if such failure or default cannot be reasonably cured within such thirty (30) day period, and the Tenant has commenced to cure such failure or default within such thirty (30) day period and is continuously and diligently prosecuting such cure toward completion, the cure period shall be extended for such longer period as is reasonably required to remedy such failure or default having regard to the nature of the failure or default), the Landlord may perform or cause to be performed, on behalf of and at the expense of the Tenant, any or all of such obligations as to which the Tenant is in failure or default, in which event the Tenant shall pay to the Landlord, immediately upon demand, any costs or expenses incurred in the performance of such obligations, together with all costs and expenses of collection or enforcement, including without limitation reasonable solicitors’ fees and expenses, and interest thereon from the date the Landlord commenced to remedy such default to the date of payment at a rate equal to ten (10%) percent, per annum, above the prime rate of the Landlord’s bank at such time.
14. **TENANT MAY CURE LANDLORD’S DEFAULT**

If the Landlord defaults with respect to any of its obligations hereunder, and fails to commence the cure of such default within thirty (30) days of receiving Notice thereof from the Tenant, the Tenant may remedy such default in whole or in part and the Landlord shall forthwith upon notification by the Tenant, reimburse the Tenant for all monies paid for remedying the default (together with interest thereon from the date the default was remedied to the date of payment at a rate equal to two (2%) percent, per annum, above the prime rate of the Tenant's bank at the time).

15. **NOTICES**

(1) Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Lease shall be in writing (a “Notice”) and shall be given by personal delivery or courier, email, facsimile or prepaid mail service, at the applicable address set out below:

(i) in the case of the Tenant, addressed to it at:

ERTH Corporation  
180 Whiting St., Ingersoll ON N5C 3B5  
Attention: Chris White, President  
Email: Chris.White@erthcorp.com  
Facsimile: 519-485-4703

(ii) in the case of the Landlord, addressed to it at:

The Corporation of the Town of Goderich  
57 West St, Goderich, ON N7A 2K5  
Attention: Janice Hallahan, CAO  
Email: jhallahan@goderich.ca  
Facsimile: 519-524-7209

(2) Any Notice, if delivered by personal delivery or courier, shall be deemed to have been validly and effectively given and received on the date of delivery. Any Notice, if sent by email or fax, shall be deemed to have been validly and effectively given on the date of transmission, except if received after 5:00 p.m or on a day that is not a business day, in which case such Notice shall be deemed to have been validly and effectively given and received on the next following business day. Any Notice if delivered by prepaid mail shall be deemed to have been validly and effectively given on the third (3rd) business day following mailing.

16. **MISCELLANEOUS**

(1) Except as a result of the willful negligence of the Landlord or the Tenant or those for whom the Landlord or Tenant is responsible at Law, as the case may be, neither Party shall be liable to the other for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever.

(2) Notwithstanding anything to the contrary in this Lease contained, if either Party shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; an inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots; sabotage; rebellion; war; an act of God; or
other reason whether of a like nature or not, which are not the fault of the Party delayed in performing the work or doing the act required under the terms of this Lease, then the performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

(3) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Parties. The Parties, their agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the other Party, and to take all reasonable precautions for protection of such information from disclosure.

(4) This Lease shall be interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(5) The Landlord and the Tenant agree that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to, this Lease or the lease of the Parking Spots by the Tenant, save as expressly set out herein, and that this Lease, including the Schedules attached hereto, constitutes the entire agreement between the Landlord and Tenant with respect thereto, and supersedes all prior negotiations, representations, and agreements with respect thereto, including the terms, conditions and covenants of any option to lease in respect of the Parking Spots. This Lease may not be modified, except by agreement in writing executed by both the Landlord and the Tenant. The waiver by a Party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that same provision, or of any other provision or condition of this Lease. No waiver shall be implied by delay or any other act or omission of either party.

(6) If any provision of this Lease, or the application thereof to any person or circumstance is, to any extent held invalid or unenforceable, the remainder of this Lease or the application of such provision to the remaining persons or other circumstances shall not be affected, and each remaining provision of this Lease will be valid and enforceable to the fullest extent and duration permitted by law.

(7) The headings and captions contained in this Lease are inserted for convenience of reference only and should not be used for the purposes of interpreting or construing any provision or this Lease.

(8) Wherever the singular or masculine or personal pronouns are used throughout this Lease, the same shall be construed as meaning the plural or feminine or body corporate where the context or the Parties hereto so require.

(9) The Parties hereby confirm that the relationship of the Landlord and the Tenant is a relationship of landlord and tenant in respect to the Parking Spots. This Lease shall not be construed, and is not intended to, create any relationship of partnership or joint venture between the Parties.

(10) This Lease may be executed in any number of counterparts and may be delivered by facsimile or other electronic transmission and each counterpart shall be deemed to be an original, all of which taken together shall constitute one instrument.

(11) This Lease shall be binding on and shall enure to the benefit of the Landlord, the Tenant and their respective heirs, executors, administrators, successors, and assigns.
(12) Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Lease that any other Party may reasonably require, for the purposes of giving effect to this Lease.

(13) Time shall be of the essence of this Agreement.

(14) This Lease may be assigned and transferred to an affiliate of the Tenant without the Landlord’s prior consent.

IN WITNESS WHEREOF the parties have executed this Lease as of the Effective Date.

ERTH CORPORATION

Per: [Signature]

Name: Chris White
Title: President & CEO

I have the authority to bind the Tenant

THE CORPORATION OF THE TOWN OF GODERICH

Per: [Signature]

Name: [Signature]
Title: [Signature]

I/We have the authority to bind the Landlord
SCHEDULE A – PARKING SPOTS

Parking Spots 1-2
Municipal Address: 250 Harbour Street, Goderich, ON N7A 2K9
Pictures attached.

Parking Spots 3-4
Municipal Address: 91 Hamilton Street, Goderich, ON N7A 1K1
Pictures attached.

Parking Spots 5-6
Approx. Municipal Address: 39 St. David St., Goderich, ON N7A XXX
Pictures attached.
Ev-charger locations in the Town of Goderich

Ev-charger location- 250 Harbour St. – Municipal parking lot

The location for an ev-charger is in the parking lot near the beach on North Harbour Rd.
Ev-charger location- 80 Hamilton St. – Municipal street parking

The second location is at the Information Centre on Hamilton St. This is a municipally owned location on street parking. This unit will be exchanged for a newer style ev-charger.
Ev-charger location - St. David St and St. Andrew St. – Municipal street parking

Third unit here will also have the charger exchanged for a newer unit at this location.