

THIS INDENTURE made in duplicate this ____ day of December A.D., 2015.

Between:

THE COUNTY OF ST. PAUL NO. 19

St. Paul, Alberta
(hereinafter called the "Lessor")

- and -

HAYING IN THE 30s CANCER SUPPORT SOCIETY

**BOX 1444
ST. PAUL, ALBERTA T0A 3A0**

(hereinafter called the "Lessee")

THE LESSOR, pursuant to, by virtue of, and subject to the provision of the Municipal Government Act, being Chapter M-26, of the Revised Statutes of Alberta, 2000, and amendments thereto, HEREBY LEASES to the Lessee the following lands, namely:

**SE 24-60-10-4 – 80.00 acres
NE 24-60-10-4 – 44.24 acres**

containing **124.24** acres, more or less, reserving unto her Majesty, all mines and minerals (the "Lands"), for a period of **twenty five years**, commencing the first day of January, 2016, and expiring on the thirty-first day of December, 2040 at a yearly rental fee of **no charge (\$0)**.

THE LESSEE covenants and agrees with the Lessor as follows:

1. That the Lessee will not without written consent or approval of the Lessor assign or sublease any part of the Lands or premises.
2. That the Lessee agrees to utilize the Lands for agricultural purposes only:
___ Grazing Lease; ___ Cultivation Lease; X Other (Specify)

Haying in the 30s will use the property for their annual agricultural festival that raises money in support of cancer victims' expenses for treatment.

3. That this Lease is granted subject to the right of sale of the Lands by the Lessor or cancellation of the Lease by the Lessor at any time during the term hereby granted, provided:
 - a) that all compensation and payment paid by an oil or gas or exploration or utility company whatever, or similar company, for compensation or payment of or for right of way rights, usage rights, easement rights, damage claims, damages in lieu of crop damage or any other or other similar compensation for payment for claim whatever small belong to the Lessor absolutely without recourse or indemnity by the Lessor to the Lessee herein. The Lessor further reserves the right to reduce the number of acres being rented herein to accommodate or complete any agreements with any of

the said companies for the above purposes without reduction of the rental herein.

- b) that the Lessee will indemnify and save harmless the Lessor from and against all actions and claims for damage arising from use of the Lands under this Lease and from any improvements made by him on the Lands.
 - c) shall maintain the Lands in good condition and repair and shall be responsible to control weeds on and control excessive dust from the Lands.
 - d) shall at all times during the continuance of the Term hereby demised, keep, and at the expiry or termination thereof, yield the Lands, in a good and clean condition.
 - e) shall use the Lands for the permitted use and for no other use whatsoever.
4. The Lessee shall have the right from time to time at its own expense to make such changes, additions and improvements (including brushing) to the Lands as the Lessee may think necessary, subject to the following conditions:
- a) The Lessee shall submit to the Lessor a plan for any permanent changes to the landscape or grade of the land.
5. The Lessee shall have the right to post the Lands to prohibit trespassing.
6. The Lessee shall, at its own expense, provide and maintain in force during the Term hereof comprehensive general public liability insurance (the "Liability Insurance") covering personal and bodily injury, death, and property damage on an occurrence basis with respect to the activities of the Lessee or its employees, invitees, or patrons carried on, in or from the Lands of not less than \$2 MILLION (\$2,000,000.00) or for such greater amount as the Lessor may reasonably require. The Lessee shall, within thirty (30) days of the date of such request, provide to the Lessor a certified copy of the required insurance policy.
7. The Liability Insurance shall:
- a) name the Lessor as an insured;
 - b) be in a form satisfactory to the Lessor; and
 - c) waive any right to make claims against the Lessor to recover any amounts paid by the insurer.
8. The Lessee shall immediately advise the Lessor, and promptly thereafter by written notice confirm such advice to the Lessor, of any accident to or defect of or any damage or injury which has occurred to or on the Lands, or any part thereof, or howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made to the Lands by the Lessor, except as expressly provided in this Lease.
9. The Lessor covenants and agrees with the Lessee as follows:
- a) The Lessee, so long as not in default under this Lease, shall have quiet enjoyment of

the said Lands and premises; and

- b) The Lessee may, if not in default hereunder, remove all improvements made or placed on the Lands at any time within two (2) years after the expiry, sale or cancellation of the lease as aforesaid. The Lessee shall in such removal do no damage to the Lands or shall promptly make good any damage which may be caused by the removal and restore them to their condition prior to such removal.
10. Provided the Lessee is at all times during the term in good standing under the terms of the Lease, the Lessor grants to the Lessee a first right of refusal to buy (the "ROFR") as follows:
- (a) The ROFR will only apply during the term hereof.
 - (b) If, during the term of the lease the Lessor receives an acceptable written offer from a third party to purchase the Lands, then the Lessor will notify the Lessee in writing, of the terms of such acceptable written offer to purchase. The Lessee shall have sixty (60) days from receipt of such written notice to exercise its ROFR, in writing, delivered to the Lessor, to purchase the Lands on the same terms and conditions as are contained in the acceptable written offer to purchase. Should the Lessee not exercise its ROFR within the said sixty (60) day period as aforesaid, then the Lessor may proceed with acceptance and closing of the third party offer to purchase. If the third party does not complete the purchase, the Lessee's ROFR shall remain in full force and effect.
 - (c) If the Lessee does not exercise its ROFR and the Lessor proceeds with the closing of the offer accepted, the Lessee's ROFR shall thereafter be void.
11. This Lease may be terminated in the following manner:
- a) In writing upon mutual agreement of the parties;
 - b) By the Lessee upon giving not less than two (2) years' notice to the Lessor, which may be waived, in whole or in part;
 - c) By the Lessor upon giving not less than two (2) years' notice to the Lessee; or
 - d) Immediately by the Lessor, in its sole discretion, without notice and without limiting any of its other rights and remedies if the Lessee at any time fails to comply with the terms, conditions or provisions of this Agreement.
12. This Lease and all the covenants herein contained shall enure to the benefit of and be binding upon the parties thereto, their heirs, executors, administrators, and assigns, respectively.
13. The Lessee hereby confirms that it has had the opportunity to obtain independent legal advice with respect to the terms of this Lease and confirms that this Lease has been executed freely, voluntarily, without duress, and with the full understanding of its contents and its final binding effect.
14. The Lessee does hereby accept this Lease of the Lands, to be held by him as tenant and

subject to the conditions, restrictions and covenants implied and set forth above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year thereon first above written.

SIGNED, SEALED AND DELIVERED

COUNTY OF ST. PAUL NO. 19

in the presence of:

Reeve

County Chief Administrative Officer

Witness

Lessee