

*Land Lease Agreement*

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

BETWEEN:

COUNTY OF ST. PAUL NO. 19  
5015-49 AVENUE  
ST. PAUL, ALBERTA T0A 3A4

OF THE FIRST PART

-and-

**3C INFORMATION SOLUTIONS INC.**

(hereinafter referred to as the “**Lessee**”)

OF THE SECOND PART

**IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. GRANT OF LEASE**

The Lessor hereby leases to the Lessee all that portion of those lands at HEINSBURG, AB, being those lands legally as shown outlined in red on schedule “A” attached hereto, and forming part of this lease, consisting of an area of approximately 10 square meters, more or less (hereinafter referred to as the “demised premises”), subject to the terms, covenants, and conditions contained within this lease.

**2. TERM**

The term of this lease shall be for a period of TEN (10) years commencing on the **5<sup>th</sup> day of July 2017 and ending on the 5<sup>th</sup> day of July 2027**, (hereinafter referred to as the “**term**”)

### **3. RENT**

#### **3.1 BASIC RENT**

The Lessee covenants and agrees to pay to the Lessor in lawful money of Canada the sum of **Two Hundred Dollars (\$200.00) per annum, commencing on the 5<sup>th</sup> day of July, 2018.**

#### **3.2 GOODS & SERVICES TAX**

The Lessee covenants and agrees to pay any and all consumer taxes including, but not limited to, the Goods & Services Tax.

### **4. COVENANTS OF THE LESSEE**

The Lessee covenants and agrees as follows:

#### **4.1 TAXES AND UTILITIES**

To pay and discharge when due all taxes, rates, duties and assessments whatsoever (including without limitation the real estate taxes payable in respect of the demised premises from the commencement date) and any tax levied in lieu of a realty tax that may be levied, charged or assessed on or against the demised premises, or against any property brought thereon by the Lessee and every tax or license fee payable in respect of the occupancy of the premises by the Lessee, whether such taxes, rates, duties, assessments or license fees are charged by any municipal, school, legislative, parliamentary or other body and whether or not they are now existing or within the contemplation of the parties hereto, together with telephone and all other utilities charged in respect of the demised premises, and will indemnify and keep indemnified the Lessor and its property from and against payments of all loss, cost, charges and expenses occasioned by or arising from any and every such tax, rate, duty, levy, charge, assessment or license fee. The Lessee shall furnish to the Lessor receipts or other documents evidencing payment of the aforesaid items from time to time upon request.

#### **4.2 BUSINESS TAX**

To pay and discharge as and when same become due all business and other taxes, charges, rates, duties, license fees and assessments levied in respect of the personal property or business of the Lessee on the demised premises, or in respect of the occupancy of the demised premises by the Lessee.

#### **4.3 INSURANCE**

**4.3.1** To take out and keep in full force and effect throughout the term, and during any other time the Lessee occupies the demised premises or a part thereof, at the Lessee's sole cost and expense, the following insurance:

**4.3.1.1** "all risks" insurance upon property and improvements of every kind and description owned by the Lessee, or for which the Lessee is legally liable, or installed by or on behalf of the Lessee and

which is located on or within the demised premises, in an amount not less than the full replacement cost thereof;

**4.3.1.2** any other form of insurance as the Lessee or Lessor may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant under similar circumstances would insure; and

**4.3.1.3** comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.

**4.3.2** Each insurance policy referred to above shall name the Lessor as additional named insurance as their interest may appear and such policies will contain where appropriate:

**4.3.2.1** a waiver of subrogation rights which the Lessee's insurers may have against the Lessor;

**4.3.2.2** a severability of interest's clause or a cross liability clause;

**4.3.2.3** a waiver in favor of the Lessor of any branch of warranty clause such that the insurance policies in question shall not be invalidated with respect to their interest, by reason of any breach or violation of any warranty, representation, declaration or condition contained in the policies; and

**4.3.2.4** a clause stating that the Lessee's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Lessor.

**4.3.3** All policies shall be taken out with insurers and shall be in a form acceptable to the Lessor acting reasonably. The Lessee agrees that certificates of insurance acceptable to the Lessor or, if required by the Lessor, certified copies of each such insurance policy will be delivered to the Lessor as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Lessor in writing of any material change, cancellation or termination of any provision of any policy, not less than THIRTY (30) days prior to the material change, cancellation or termination thereof.

The acquisition and maintenance by the Lessee of the insurance policies are required pursuant to this section shall in no matter whatsoever limit or restrict the liability of the Lessor under this lease.

#### **4.4 REPAIR**

To maintain, decorate and keep in good and substantial repair and condition to the reasonable satisfaction of the Lessor the demised premises and all fixtures and improvements now or at any time hereafter forming part of the demised premises and used in connection therewith, including landscaping, and including, without restricting the generality of the foregoing, all repairs of whatever nature and kind required to be

made to the building constructed upon the demised premises. The Lessor shall have no obligation to repair the demised premises, whether structural or otherwise.

## **5. GATES AND SECURITY FENCE**

When entering or exiting the premises, the Lessee shall be responsible for closing and locking any gates located in perimeter fences erected on the demised premises, or the lands containing the demised premises.

## **6. USE AND OCCUPATION OF DEMISED PREMISES**

- 6.1** That the Lessee shall use the demised premises primarily for the erection of a communication tower (in accordance with an approved development permit) and for no other use whatsoever. It is the responsibility of the Lessee to follow all applicable operating procedures for the communication tower that are established by any Legislative or Administrative authority. The Lessee shall use the demised premises for temporary structures or storage with no permanent structures placed on the premises, no hazardous materials stored or dumped on the premises and no services brought on to the premises. Any development must be done in accordance with an approved Development Permit. Notwithstanding the above, the Lessor makes no warranty as to the suitability of the space for the use intended by the Lessee.
- 6.2** The Lessee will not permit to be committed any waste or any nuisance thereon or permit any part of the demised premises to be used for any dangerous, noxious or offensive trade, occupation or business, nor permit anything to be done nor do anything that may obstruct or interfere with the rights of the adjoining landowners and tenants.
- 6.3** That the Lessee will not do or omit or permit to be done or omitted upon the demised premises anything which shall cause the rate of insurance upon the said demised premises to be increased or if any insurance policy upon the said building or any part thereof shall be cancelled by reason of the use or occupancy, the lessee shall forthwith remedy or rectify such use or occupation upon being requested to do so in writing by the Lessor.
- 6.4** That the Lessee will at all times and in all respects comply with and conform to all by-laws, rules or regulations of the Lessor and all other legal requirements whatsoever whether imposed by Municipal, Provincial or Dominion authority or otherwise howsoever as to the safety of the demised premises and appliances or safeguards for the same, and for the safety of persons under or frequenting the demised premises and those touching sanitary or other arrangements or provisions and will indemnify and save harmless the Lessor in connection therewith.
- 6.5** That the Lessee will not bring, keep, store or permit to be brought, kept or stored on the demised premises any combustible material or explosives without the prior written permission of the Lessor, and further provided that all storage tanks are constructed, installed and maintained in accordance with the regulations of the Petroleum Tank Management Association, the Fire Code and any other governmental regulations or standards.

- 6.6 That the Lessee will not cause or permit the storage or release of any hazardous substance (as defined in the Environmental Protection and Enhancement Act, Alberta) under or at the demised premises without the written permission of the Lessor and then only pursuant and in compliance with the conditions of a permit issued by the appropriate governmental authority.
- 6.7 That the Lessee will immediately notify the Lessor, Alberta Environment, or Environment Canada of any improper storage or release of such hazardous substance and take such reasonable remedial action in response to the unauthorized storage or release as may be required.
- 6.8 That the Lessee shall not store any fuel oils or hydrocarbons on the demised premises except those permitted under this lease or for which the written permission of the Lessor has been obtained...
- 6.9 The Lessee shall not install, display or affix any sign, lettering or advertising medium to the exterior of the premises or elsewhere on the land without in each instance securing the prior written approval of the Lessor. Should the Lessee install, display or affix any sign, lettering or advertising matter upon the land or premises without prior written approval and should such sign, lettering or advertising matter be objectionable to the Lessor, it will be removed forthwith by the Lessee upon request by the Lessor.
- 6.10 The Lessee shall have the right from time to time during the term of this Lease to make such changes, alterations, additions or extensions, or effect any rebuilding, whether of a structural nature or otherwise (herein collectively called "**improvements**") in and to the demised premises as the Lessee may think necessary, but subject to the following conditions:
- 6.10.1 The improvements shall be as will not, in the Lessor's opinion, when completed, diminish the value or utility of the demised premises or change its character as a good quality development.
- 6.10.2 Improvements shall not be commenced until the Lessee shall have obtained all building and other permits required by lawful authority.
- 6.10.3 Improvements which involve structural or substantial change, or changes to the services of the demised premises, alterations, additions, or extensions or rebuilding of the demised premises shall not be commenced until detailed plans and specifications have first been submitted to and approved by the Lessor in writing, such approval not to be reasonably withheld.
- 6.10.4 Every improvement shall be constructed expeditiously, in good and workmanlike manner, in compliance with the detailed plans and specifications approved by the Lessor, and any laws, regulations or other requirements of all authorities having jurisdiction.
- 6.10.5 The Lessee shall maintain reasonable fire and liability insurance during the construction of every improvement whenever and to the extent that the Lessor may reasonably require.

**6.10.6** Trees shall not be destroyed or removed unless such destruction or removal is necessary for excavation or for driveways or walkways and unless the written permission of the Lessor is first obtained.

**6.11** The Lessee shall permit the Lessor to enter the demised premises and view the state of repair and cleanliness of the demised premises and the Lessor may give the Lessee written notice to repair, maintain, or clean, with which the Lessee must comply within FIFTEEN (15) days.

If the Lessee shall at any time fail to make any such repairs or replacements as required by the written notice of the Lessor, the Lessor may make them or cause them to be made and the cost thereof, together with the interest thereon computed at the rate of 18% per annum from the date of payment by the Lessor, shall be charged to and paid by the Lessee as additional rent due THIRTY (30) days from the date of invoice by the Lessor.

## **7. COMPLIANCE WITH LAWS**

Without limiting in any way, the requirements of Section 6.4 of this Lease, the Lessee shall at all times comply with all laws, regulations, codes, or ordinances in force from time to time.

## **8. LIABILITY AND INDEMNITY**

**8.1** That the Lessee shall indemnify and save harmless the Lessor and its successors and assigns from and against any and all losses, liabilities, damages, costs, expenses, claims, suits or actions of any kind whatsoever including, without limitation:

**8.1.1** any breach, violation or non-performance of any covenants, conditions or agreements in this lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed.

**8.1.2** any damage to property occasioned by the use and occupation of the demised premises or any part thereof;

**8.1.3** any injury to a person or persons, including death resulting at any time therefrom, occurring in or about the demised premises or any part thereof or the airport, during the term of this lease and arising from or occasioned by any cause whatsoever except for an act or omission of the Lessor's agents or servants.

**8.2** That the Lessee shall indemnify and save harmless the Lessor and its successors and assigns from and against any and all losses, liabilities, damages, costs, expenses, claims, suits or actions of any kind whatsoever including, without limitation:

**8.2.1** the cost of defending, counter-claiming or claiming over against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and all court levels,;

**8.2.2** any cost, liability or damage arising out of a settlement of any action entered into by the Lessor with or without the consent of the Lessee, and

**8.2.3** the cost of repair, clean-up or restoration paid by the Lessor and any fines levied against the Lessee or the Lessor

Which at any time or from time to time may be paid, incurred or asserted against the Lessor, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances (as defined in the Environmental Protection and Enhancement Act, Alberta) from the demised premises either onto any lands (including the lands containing the demised premises), into the atmosphere or into any water.

This indemnification shall survive the expiration of the term of this lease and the termination of this lease for whatever cause or any renewal of this lease.

## **9. DAMAGES TO LESSEE'S PROPERTY**

That the Lessor will not be liable for any damages done (except such as may be done by the Lessor, its servants, employees, or agents), to any property at any time on the demised premises through stream, waterworks, water, gas, rain or snow or flow from any part of the said building or the demised premises, or from the pipes or plumbing works thereof or from any other place or cause, nor shall the Lessor be liable to the Lessee for the negligence, default or misfeasance of any occupant or occupants of the said building and the Lessee's recourse (if any) for damages in any such case shall be against any such occupant or occupants alone.

## **10. ASSIGNMENT OR SUBLEASE**

- 10.1** The Lessee may not assign this Lease or sublet the demised premises without prior written consent of the Lessor first being obtained, such consent not to be unreasonably withheld, provided, however, that no such assignment or subletting shall in any way affect or release the liability of the Lessee hereunder, which shall continue throughout the full term of this Lease.
- 10.2** For the purpose of Section 10.1, any direct or indirect change in the voting control of the Lessee or other transfer of shares in the Lessee shall constitute an assignment of this Lease requiring the consent of the Lessor.
- 10.3** In the event of any assignment or transfer with the consent of the Lessor as aforesaid, notwithstanding any act or rule of law or regulation to the contrary, unless otherwise agreed to by the Lessor, the Lessee shall nevertheless remain liable to the Lessor for the payment of all rent and additional rent payable hereunder, and for the full observance and performance of the covenants and provisos herein contained, and the Lessee shall indemnify the Lessor against all acts of default or neglect in respect of the premises by any assignee, transferee, or sub lessee. This indemnity shall survive the expiration or earlier termination of this Lease.

## **11. INSURANCE OF FIXTURES**

That the Lessor will not be responsible for insurance on fixtures, equipment or other chattels of the Lessee.

## **12. COVENANTS TO THE LESSOR**

The Lessor covenants and agrees with the Lessee as follows:

### **12.1 QUIET ENJOYMENT**

That upon the Lessee paying the rent hereby reserved and performing and observing the covenants herein on its part contained, the Lessee shall and may peaceably possess and enjoy the demised premises for the original term hereby granted and any renewals of the term hereunder without any interruption or disturbance from the Lessor or from any other person or persons lawfully claiming by, from or under it.

## **13. PROVISOS**

### **13.1 DEFAULT**

#### **13.1.1 If and whenever:**

- 13.1.1.1** the Lessee shall default in performing or observing any of its covenants or obligations under this lease, and the Lessor shall have given the Lessee notice of such default, and at the expiration of THIRTY (30) days after giving of such notice the default shall continue to exist (or, in the case of a default which cannot with due diligence be cured within a period of THIRTY (30) days, the Lessee shall fail to proceed promptly after giving such notice to begin to cure the same); or
- 13.1.1.2** the term hereby created shall be seized or taken in execution by a creditor of the Lessee; or
- 13.1.1.3** the Lessee shall make an assignment for the benefit of creditors, or shall become bankrupt, or shall make an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever legislative or otherwise be taken with a view to the winding-up, dissolution or liquidation of the Lessee, or;
- 13.1.1.4** the Lessee shall fail to operate the demised premises for the principal purpose permitted under Section 6.1 of this lease for a period in excess of TWO (2) months,

then and in any such cases the Lessor may without notice or any form of legal process whatever forthwith reenter upon the demised premises or any part thereof in the name of the whole, with or without terminating this lease, anything contained herein or in any statute or law to the contrary notwithstanding, provided however that such termination shall be wholly without prejudice to the right of the Lessor to recover damages for any



antecedent breach of covenant on the part of the Lessee. Provided further that notwithstanding such termination the Lessor may subsequently recover from the Lessee all losses, damages, costs and expenses whatsoever suffered by reason of the lease having prematurely determined.

### **13.2 INJUNCTION**

That in addition to any other remedies provided in this lease or otherwise available to the Lessor, the Lessor shall be entitled to obtain an injunction restraining any violation or attempted or threatened violation by the Lessee of the Lessee's covenants herein contained.

### **13.3 LESSOR'S RIGHTS TO CURE DEFAULTS**

That in event of default by the Lessee in performance of any of its obligations hereunder other than the payment of rent, the Lessor may but shall not be obliged to perform the same and the amount of any expenditures made by the Lessor in connection therewith including solicitor's fees on a solicitor-and-client-basis, shall be deemed to be rent payable hereunder on the date incurred, and shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of 18% per annum, from the date incurred until paid. The Lessor shall, however, be under no obligation to remedy any default of the Lessee and shall not incur any liability to the Lessee for any act or omission in the course of its curing or attempting to cure any such default.

## **14. OWNERSHIP OF BUILDING AND FIXTURES**

The Lessor and the Lessee agree that the building and all other fixed improvements which the Lessee may construct upon the demised premises from time to time are and shall be fixtures of the demised premises and are intended to be and become the absolute property of the Lessor upon the expiration or termination of this lease, but shall be deemed, as between the Lessor and the Lessee during this lease, to be the separate property of the Lessee and not of the Lessor but subject to and governed by all the provisions of this lease applicable thereto notwithstanding such right of the Lessee; **PROVIDED ALWAYS** that the Lessor's absolute right of property in the building and other fixed improvements upon the demised premises which will arise upon the termination of this lease shall take priority over any other interest in the building and fixed improvements which may now or hereafter be created by the Lessee and that all dealings by the Lessee with the building or such fixed improvements which in any way affect title thereto shall be made expressly subject to this right of the Lessor, and the Lessee shall not assign, encumber or otherwise deal with the building or such fixed improvements separately from any permitted dealing with the leasehold interest under this lease, to the intent that no person shall hold or enjoy any interest in this lease acquired from the Lessee who does not at the same time hold a like interest in the building and fixed improvements.

**14.1** Notwithstanding the content of Section 14 above, the Lessor hereby acknowledges that any development undertaken in accordance with an approved development permit, are the property of the Lessee and may be removed by the Lessee in accordance with Section 18.4 of this lease. This permission excludes any utility services extended to the lot by the Lessee unless the Lessor orders, in writing, that such utility services be removed then they must be removed in accordance with such orders.

## 15. MORTGAGE OR ENCUMBRANCE

No mortgage or encumbrance (by way of assignment, sublease or otherwise) of this lease or the Lessee's interest hereunder or in the demised premises or the building, fixtures, improvements and the chattels of the Lessee situate thereon (including, without restriction, all buildings and fuel tanks constructed or installed upon or within the demised premises by the Lessee) shall be made by the Lessee unless the following conditions have been complied with:

- 15.1 The mortgagee or encumbrancer shall covenant with the Lessor to be bound by all the covenants and obligations of the Lessee hereunder as soon as such mortgagee or encumbrancer enters into possession of the Lessee's interest, or otherwise takes steps to enforce its security which have the effect of depriving the Lessee of the ability fully to perform those covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgaged rights shall covenant with the Lessor to perform the Lessee's obligations under this lease but so soon as the assignee becomes bound by the Lessee's obligations, the mortgagee or encumbrancer shall be relieved from its covenant;
- 15.2 Every mortgage or encumbrance of the building shall be made expressly subject to the rights of the Lessor under this lease, and in particular to the right of the Lessor to acquire title thereto upon expiration or termination of this lease;
- 15.3 The mortgage or encumbrance upon the Lessee's leasehold interest and the demised premises and the building shall not include any property except the Lessee's interest in this lease, the demised premises, the building and fixtures, improvements and the chattels of the Lessee situate thereon (Excluding utility services installed within or upon the demised premises).
- 15.4 The Lessee shall observe and perform all its obligations incurred in respect of assignments, mortgages and encumbrances of its leasehold interest and its interest in the building, fixtures, improvements and the chattels of the Lessee situated upon or within the demised premises, and shall not suffer or allow any such obligations to be in default, and if any such default shall occur the Lessor may, but shall not be obliged to, rectify such default for the account of the Lessee, and any amount paid by the Lessor in so doing, together with all reasonable costs and expenses of the Lessor, shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of 18% per annum from the date incurred until paid, and may be recovered as if it were rent in arrears.
- 15.5 The Lessor shall promptly, whenever requested by the Lessee, execute an acknowledgement or certificate in favor of any actual or prospective assignee, mortgagee or encumbrance of the Lessee's interest, acknowledging or certifying the status of this lease, any modifications of the lease, any breaches of covenant known to the Lessor with the intent that any such acknowledgement or certificate may be relied upon by any person to whom it is addressed.

## **16. BUILDERS' AND OTHER LIENS**

Subject to Section 15 of this lease, the Lessee covenants not to permit any construction, mechanics of other liens, mortgages, or conditional sales contracts to be registered against title to the demised premises or to lands containing the demised premises. Whenever and so often as any such lien, mortgage or contract shall be registered on title or claim to be filed, the Lessee shall within ten (10) days after the Lessee has notice of the claim, lien, mortgage or contract, procure the discharge thereof by payment or by giving security therefore in such other manner as is or may be required or permitted by law. The Lessor shall have the right, but not the obligation to procure the discharge as aforesaid whereupon all sums paid by the Lessor to procure the discharge, as well as all the Lessor's costs including legal fees on a solicitor and client full indemnity basis, shall be repaid forthwith upon demand by the Lessee as rent. Notwithstanding the foregoing, the Lessee may contest the validity of any such lien, provided the Lessee shall first either obtain an order from a Court of competent jurisdiction discharging the lien or encumbrance from the title containing the demised premises by payment into Court, or furnish to the Lessor against all loss or damage which the Landlord might suffer or incur thereby, security satisfactory to the Lessor in format and amount.

## **17. TERMINATION**

**17.1** In the event the Lessor ceases to operate, the Lessor shall have the right to terminate this Agreement or any renewal thereof at any time and to enter into possession upon giving the Lessee at least One Hundred & Eighty (180) days' notice in writing delivered to the Lessee or left on the demised premises, notwithstanding anything to the contrary contained in this Agreement or in any other agreement between the Lessor and the Lessee, but if such notice is given during a period for which the rent has been paid, there shall be refunded to the Lessee the part of such rent corresponding to the period covered by such rent but not enjoyed by the Lessee, and the Lessee acknowledges that it will have no claim for damages upon exercise by the Lessor of such right, any and all claims hereby expressly waived.

Such termination of the Agreement will not prejudice the Lessor's right to recover unpaid rent, nor will it prejudice any other right of action by the Lessor with respect to any breach of this Agreement.

The Lessor shall have the right to terminate this Lease or any renewal thereof at any time and to enter into possession upon giving the Lessee at least One Hundred & Eighty (180) days' notice in writing delivered to him personally or left on the premises, notwithstanding anything to the contrary contained in this Lease or in any other agreement between the Lessor and the Lessee, but if such notice is given during a period for which the rent has been paid, there shall be refunded to the Lessee the part of such rent corresponding to the period covered by such rent but not enjoyed by the Lessee, and the Lessee acknowledges that he will have no claim for the damages upon exercise by the Lessor of such right, any and all claims hereby expressly waived.

**17.2** If the demised premises or any part thereof is used by the Lessee during the term hereof for the purpose other than permitted under Section 6.1 of this lease, or if the Lessee fails to comply with any of the provisions of this lease, the Lessor shall be entitled, at his option, forthwith to terminate this Lease by giving at least Thirty (30) days' notice in writing to the Lessee, and thereupon rent and all other payments payable by the Lessee

hereunder shall be apportioned and paid to the date of termination and the Lessee shall surrender and yield up possession of the demised premises or such part thereof as is specified in the notice to the Lessor in the same manner as provided herein for the expiration of the Lease in due course.

## **18. IMPROVEMENTS, ALTERATIONS, FIXTURES**

- 18.1** Upon the expiration or other termination of this lease, the Lessee shall surrender vacant possession of the demised premises, in a condition satisfactory to the Lessor.
- 18.2** Upon the expiration or other termination of this lease, the Lessee shall, leave the land neat, clean, level, and free and clear of all structures, debris and rubbish, all of the said work to be done to the satisfaction of the Lessor, and Lessee shall make good all damages caused to the property. If the land is not left neat, clean, level, free and clear of all waste material, debris and rubbish then the Lessor may have the land restored to a satisfactory condition and the Lessee agrees to bear the full expense of all work commissioned by the Lessor.
- 18.3** Notwithstanding subsection 18.2 above, the Lessor may, by written notice to the Lessee prior to or after the expiration or termination of this lease, require the removal at the expense of the Lessee, of any or all of the alteration, additions, improvements, or fixtures (including trade fixtures) in upon the demised premises and/or the fixtures (including trade fixtures) in or upon the demised premises to the same condition that they were before any alteration, addition, improvement, or fixture was made, erected or installed, such work to be done by or at the direction of the Lessor.
- 18.4** Notwithstanding subsection 18.2, but subject to subsection 18.3, and provided the Lessee has paid the rent and performed and observe all the covenants and conditions herein contained, the Lessee shall at the expiration or other sooner termination of this lease have the right to remove any and all of its property placed or installed upon the demised premises, but shall make good the damage caused to the buildings, improvements, and fixtures on or affixed to the demised premises, and the demised premises themselves, which may result from such installation and removal including the restoration of the buildings, improvements, fixtures and the demised premises to the same condition that they were in before any trade fixture was made, erected or installed, such work to be done by or at the direction of the Lessor. The Lessee shall not, however, be entitled to remove any utility services constructed or installed upon or within the demised premises, which services shall:
- (a) be properly capped and/or terminated upon the demised premises by the Lessee, and left in a safe condition, and
  - (b) become the property of the Lessor and shall be deemed to form part of the demised premises

## 19. NOTICES

Save and except for as may be permitted elsewhere within this lease, whenever under the provisions hereof, any notice, demands or requests are required to be given by either party to the other such notice, demand or request shall be deemed to have been served on the third business day following the date of mailing by registered mail, to the Lessor at the following address:

COUNTY OF ST. PAUL NO. 19

5015-49 AVENUE

ST. PAUL ALBERTA

T0A 3A4

and to the Lessee at the following address:

3C Information Solutions Inc.

9243-50<sup>th</sup> Street

Edmonton, Alberta

T6B 3B6

**PROVIDED HOWEVER** that such addresses may be changed upon FIFTEEN (15) days' notice; and **PROVIDED FURTHER** that in the event that notice is served by mail at a time when there is an interruption of mail service affecting the delivery of such mail then notice shall not be deemed to have been served until FIFTEEN (15) days after the date that normal mail service is restored.

## 20. OVERHOLDING

If at the expiration of the term of this Lease, or sooner determination as herein provided, the Lessee shall hold over for any reason, the Lessee shall be deemed to be occupying the premises as a Lessee from month to month only, and shall, in the absence of a written agreement to the contrary, be subject to all terms and conditions of this Lease, except as to duration and except any provisions herein requiring the Lessee to erect buildings and improvements on the premises.

## 21. WAIVER

No waiver by the Lessor of any breach by the Lessee of any of his obligations hereunder shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance by the Lessor to seek a remedy for any breach by the Lessee be a waiver by the Lessor of his rights and remedies with respect to such or any subsequent breach.

**22. RENEWAL/AMENDMENTS**

This lease may be renewed or amended by the mutual consent of both parties upon such terms and conditions as may be agreed upon in writing by both parties.

**23. GENERAL**

Words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and shall include firms and corporations. This lease and everything herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of each of the parties hereto, subject to the consent of the Lessor being obtained, as hereinbefore provided, to any assignment or sublease by the Lessee. All covenants herein contained shall be deemed joint and several and all rights and powers reserved to the Lessor may be exercised by either the Lessor or his agents or representatives. The Lessee shall not register the Lease in the Land Titles Office and shall not cause to be registered any other charge, caveat or encumbrance without first obtaining the Lessor's written consent. The Lessee shall not permit any builders' lien to be filed or remain filed against the premises in respect of any work performed on behalf or for the benefit of the Lessee, and shall cause any such liens filed to be removed at the Lessee's sole expense forthwith after receiving written notice from the Lessor requiring the Lessee to do so.

**24. FORCE MAJEURE**

In the case of any events outside of the control of the Lessor or the Lessee including, but not limited to, labor disputes, disasters, Acts of God or Government, or destruction by fire or other means, this lease may be cancelled or postponed, as the case may be, without consideration from, or penalties to, either the Lessor or Lessee. Provided however, that the Lessee shall in no way be released from its liability for damage to the demised premises where such damage is caused by the Lessee, its employees or agents.

**25. ENUREMENT**

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and the irrelative successors and assigns and respective heirs, successors, administrators and assigns and shall be governed in all respect by the laws of the Province of Alberta.

**26. COUNTERPART AND FAX EXECUTION**

This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. This Agreement may be submitted to any Party by telecopy. It is agreed that if a party executes its telecopied copy of this Agreement and then sends the other Parties a signed copy of this Agreement by telecopy, then this Agreement shall be deemed to be fully executed and delivered by such Party.

**27. ENTIRE AGREEMENT**

This lease represents the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, oral or written, between the parties hereto with respect to the subject hereof.

**28. ACCEPTANCE OF LEASE**

The Lessee does hereby accept this lease of the above-described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

**IN WITNESS WHEREOF** the Lessor and the Lessee have affixed their corporate seals by the hands of their proper officers this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LESSOR:

COUNTY OF ST. PAUL NO. 19

Per: \_\_\_\_\_

Per: \_\_\_\_\_

LESSEE:

3C INFORMATION SOLUTIONS INC.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

DATED: \_\_\_\_\_

**COUNTY OF ST. PAUL NO. 19**

(as the **“Lessor”**)

OF THE FIRST PART

-and-

**3C INFORMATION SOLUTIONS INC.**

(herein referred to as the **“Lessee”**)

OF THE SECOND PART

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**MEMORANDUM OF LEASE**

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# Schedule A

PNW 22-55-4-w4TH - PLAN 4950E0, BLOCK R

HEINSBURG, ALBERTA

Leased Area

