

COURT FILE NUMBER  
COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE

Clerk's stamp:

1903 20042

**EDMONTON**



PLAINTIFF  
DEFENDANTS

**MLS PROPERTY GROUP LTD.**

**1235962 ALBERTA LTD. f/k/a  
PERFORMANCE AG GROUP EVANSBURG  
LTD. f/k/a HAR-DE AGRI SERVICES INC.,  
PERFORMANCE AG GROUP CALMAR LTD.  
f/k/a HAR-DE AGRI SERVICES CALMAR  
LTD. and HAR-DE AGRI SERVICES LTD.**

DOCUMENT

**ADDENDUM TO THE FIRST REPORT TO  
THE COURT OF THE BOWRA GROUP INC.  
IN ITS CAPACITY AS RECEIVER OF  
1235962 ALBERTA LTD. f/k/a  
PERFORMANCE AG GROUP EVANSBURG  
LTD. f/k/a HAR-DE AGRI SERVICES INC.,  
PERFORMANCE AG GROUP CALMAR LTD.  
f/k/a HAR-DE AGRI SERVICES CALMAR  
LTD. and HAR-DE AGRI SERVICES LTD.**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**Receiver:**

The Bowra Group Inc.  
1411 TD Tower, 10088 – 102 Avenue  
Edmonton, AB, Canada T5J 2Z1  
Attention: Kristin Gray  
Phone: 780.705.0073 Fax: 780.705.1946  
kgray@bowrargroup.com

**Counsel:**

PARLEE MCLAWS LLP  
Barristers and Solicitors  
1700 Enbridge Centre  
10175 – 101 Street NW  
Attention: Steven A. Rohatyn  
Edmonton, AB, Canada T5J 0H3  
Phone: 780.423.8177 Fax: 780.423.2870  
srohatyn@parlee.com

**IN THE MATTER OF THE RECEIVERSHIP  
OF 1235962 ALBERTA LTD. f/k/a PERFORMANCE AG GROUP EVANSBURG LTD. f/k/a  
HAR-DE AGRI SERVICES INC., PERFORMANCE AG GROUP CALMAR LTD. f/k/a HAR-DE  
AGRI SERVICES CALMAR LTD. and HAR-DE AGRI SERVICES LTD.**

**TABLE OF CONTENTS**

Purpose of the Report

Entwistle Lease - Lot 2, Plan 9020824

**Appendices**

A. Copy of Lease Agreement between Har-De Agri Services Inc. and 2112327 Alberta Ltd.

## PURPOSE OF REPORT

1. Pursuant to an Order of the Court of Queen's Bench of Alberta dated October 17, 2019 (the "**Receivership Order**"), The Bowra Group Inc. (the "**Bowra Group**") was appointed receiver and manager, (the "**Receiver**") of all current and future assets, undertakings and properties of every nature and kind whatsoever of 1235962 Alberta Ltd. f/k/a Performance Ag Group Evansburg Ltd. f/k/a Har-De Agri Services Inc. ("**123 AB Ltd.**"), Performance Ag Group Calmar Ltd. f/k/a Har-De Agri Services Calmar Ltd. ("**Performance Ag Calmar**") and Har-De Agri Services Ltd. ("**Har-De Ag**") (collectively the "**Companies**" or the "**Performance Ag Group**").
2. This Addendum should be read in conjunction with the Receiver's First Report to Court (the "**First Report**") dated January 22, 2020.
3. The purpose of this report is to:
  - i. Provide the Court with details on a lease agreement in respect of Lot 2, Plan 9020824 located in Entwistle, Alberta.

## ENTWISTLE LEASE – LOT 2, PLAN 9020824

4. 123 AB Ltd. is the registered owner of the two parcels of land located in Entwistle, Alberta (the "**Entwistle Lands**") as detailed below:
  - i. Lot 1, Block B, Plan 9420356, which consists of 4.49 acres of gravel surfaced, fenced land used for storage; and,
  - ii. Lot 2, Plan 9020824, which consists of 1.01 acres of land improved by a single user office/shop building originally constructed in 1987 and expanded in 2012.
5. As discussed in the First Report, the Receiver has been collecting rent from two third party commercial tenants, being a rig mat company in respect of Lot 1, Block B, Plan 9420356 and an automotive mechanical shop in respect of Lot 2 (the "**Tenants**"). It was understood by the Receiver that the Tenants do not occupy the Entwistle Lands pursuant to written lease agreements. Rather, the tenancies are month to month in nature.

6. On January 29, 2020 MLS Property Group Ltd. provided the Receiver with a copy of an executed lease agreement between Har-De Agri Services Inc. and 2112327 Alberta Ltd. in respect of Lot 2 (the "Lot 2 Lease").
7. It is still understood that the tenant in respect of Lot 1, Block B, Plan 9420356 does not occupy the land pursuant to a written lease agreement.
8. MLS Property Group Ltd., the prospective purchaser of the Entwistle lands, has indicated to the Receiver that they wish to assume the Lot 2 Lease as part of the Asset Purchase Agreement.

All of which is respectfully submitted this 31<sup>st</sup> day of January 2020.

**The Bowra Group Inc.**

Receiver of current and future assets, undertakings and properties of every nature and kind whatsoever of 1235962 Alberta Ltd. f/k/a Performance Ag Group Evansburg Ltd. f/k/a Har-De Agri Services Inc., Performance Ag Group Calmar Ltd. f/k/a Har-De Agri Services Calmar Ltd. and Har-De Agri Services Ltd.

Per:



Kristin Gray, CPA, CIRP, LIT

## **APPENDIX A**

Copy of Lease Agreement between Har-De Agri Services Inc

And 2112327 Alberta Ltd.

LEASE Dated the 27 day of April, 2018

THIS LEASE is made and entered into by the Landlord and Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

**Article 1 - BASIC TERMS, SCHEDULES, DEFINITIONS**

**1.1 Basic Terms**

- (a) **Landlord:** HAR-DE AGRI SERVICES INC.
  - (i) Address: #1, 5304 50 street Leduc, Albert T9E 6Z6
  - (ii) Facsimile: (780) 985 – 2802
- (b) **Tenant::** 2112327 ALBERTA LTD
  - (i) Address:
  - (ii) facsimile:
- (c) **Premises Address:** 4827 47 avenue Entwistle, Alberta
- (d) **Leased Portion of the Premises:** that portion of the lands and buildings of  
Plan 9020824  
Lot 2  
Excepting thereout all mines and minerals  
containing 1.01 Acres more or less  
Parkland County  
(the "Premises")
- (e) **Term:** 5 years ending April 30, 2023.
- (f) **Commencement Date:** May 1, 2018
- (g) **Basic Rent::** \$69,000 per year. Instalments \$5,750.00 per month (plus \$287.50 GST).
- (h) **Security Deposit:** \$ 6,037.50 (equal to last month's rent and GST)
- (i) **Permitted Use of Premises:** mechanical repair and tire retail businesses
- (j) **Proportionate Share:** The Proportionate Share of the Tenant's obligations shall be: 100%.

1.2 The foregoing Basic Terms are hereby approved by the parties and each reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

Schedules

1.3 The following schedules to this Lease are incorporated into and form an integral part of this Lease:  
(a) Schedule "A" – Definitions

Definitions

1.4 In this Lease, the words, phrases and expressions set forth in Schedule "A" are used with the meanings defined therein.

## Article 2 - GRANT OF LEASE

### Demise

- 2.1 The Landlord, being registered as owner of the Premises legally described in Section 1.1(d), subject, however, to such mortgages and encumbrances as are registered against title thereto as of the date hereof, does hereby lease the leased portion of the Premises as set out in Section 1.1(d) to the Tenant, for the Term and upon and subject to the covenants and conditions hereinafter expressed.

## Article 3 - TERM, COMMENCEMENT, RENEWAL

### Term

- 3.1 The Term of this Lease shall be for the period set out in Section 1.1(e), beginning on the Commencement Date.

## Article 4 - RENT

### Basic Rent

- 4.1 The Tenant shall pay to the Landlord in and for each Lease Year the Basic Rent in the amount per annum set out in Section 1.1(g) for the respective Lease Year, by equal consecutive monthly instalments in the amount set out in Section 1.1(g) for such Lease Year, plus all applicable GST.

### Payment of Basic Rent

- 4.2 The first monthly instalment of Basic Rent shall be paid upon execution of this Lease and subsequent instalments of Basic Rent shall be paid strictly in advance on the first day of each and every succeeding month throughout the Term.

### Pro Rata Adjustment of Rent

- 4.3 All rent shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate rent for irregular periods of less than one (1) year or one (1) month, as the case may be, an appropriate pro rata adjustment shall be made in order to calculate rent for such irregular period.

### Payments Generally

- 4.4 All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Lease shall be:
- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
  - (b) made when due hereunder, without prior demand therefor and without any set-off, compensation or deduction whatsoever; applied towards amounts then outstanding hereunder, in such manner as the Landlord may, in its discretion, see fit, and without restricting the generality of the foregoing, no acceptance by the Landlord of any amount less than the full sum which is due and owing by the Tenant shall constitute an accord and satisfaction or oblige the Landlord to accept in full settlement, anything less than the full amount owing and outstanding at any time; deemed to be rent, in partial consideration for which this Lease has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in making any such payment which may not be expressly said to be rent as the Landlord has for default in payment of rent; subject to an overdue charge if any such payment is not made when due, which charge shall be Additional Rent equal to the then existing Bank of Canada Prime Rate plus five (5%) per cent per annum on the overdue amount both before and after judgment payable with the next monthly instalment of Basic Rent, all without prejudice to any other right or remedy of the Landlord.

Security Deposit.

- 4.5 The Tenant shall pay the Security Deposit to the Landlord which shall be retained by the Landlord without liability for interest thereon, as security for the due performance by the Tenant of its obligations under this Lease. The Security Deposit may be applied, in the Landlord's discretion, to remedy any default by the Tenant hereunder, whether in respect to the payment of monies or otherwise, and in the absence of such default the Landlord shall return the Security Deposit to the Tenant at the expiration of the Term. If any or all of the Security Deposit is applied by the Landlord to remedy any default, then the Tenant shall forthwith upon written demand from the Landlord, remit to the Landlord such monies as are sufficient to restore the amount of money held on deposit by the Landlord to the original balance.

**Article 5- ADDITIONAL RENT**

Intent of Lease

- 5.1 It is the intent of the parties and agreed that this Lease shall be net and carefree to the Landlord.

Additional Rent

- 5.2 Without limiting the generality of the preceding Section, the Tenant shall pay to the Landlord as Additional Rent in each Lease Year the aggregate of:
- (a) all Operating Costs not otherwise paid by the Tenant directly to the supplier thereof;
  - (b) the Sales Tax including goods and services tax;
  - (c) such other amounts, charges, costs, sums or increases therein as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Basic Rent.

Estimate of Additional Rent

- 5.3 The Landlord may, in respect of any or all of the items of Additional Rent, compute bona fide estimates of the amounts which are anticipated to accrue in the next following Lease Year, calendar year or fiscal year, or portion thereof, as the Landlord in its discretion may determine is the most appropriate period for each or all items of Additional Rent, and the Landlord may provide the Tenant with written notice of the amount of any such estimate.

Payment of Additional Rent

- 5.4 With respect to any item of Additional Rent which the Landlord elects to estimate from time to time, following receipt of the written notice of the estimated amount thereof, the Tenant shall pay to the Landlord such amount, in equal consecutive monthly instalments throughout the applicable period with the monthly instalments of Basic Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant shall pay to the Landlord the amount of such item of Additional Rent, determined pursuant to the applicable provisions of this Lease, forthwith upon receipt of an invoice therefor.

Adjustment of Additional Rent

- 5.5 Within ninety (90) days of the end of each Lease Year, calendar year or fiscal year, or portion thereof, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord shall compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement of the gross amount of such item of Additional Rent, and the calculation of the Tenant's share thereof for each year or portion thereof. If the actual amount of such item of Additional Rent, as set out in any such statement, exceeds the aggregate amount of the instalments paid by the Tenant in respect of such item, the Tenant shall pay to the Landlord the amount of the excess within fifteen (15) days of the receipt of such statement. If the contrary is the case, any such statement shall be accompanied by a refund to the Tenant of any such overpayment without interest,



provided that the Landlord may first deduct from such refund any rent or other sum which is then owing by the Tenant or in arrears.

#### Pro Rata Adjustment of Additional Rent

- 5.6 In the event this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent would otherwise be payable, the amount thereof payable by the Tenant shall be apportioned and adjusted on an appropriate pro rata basis.

### **Article 6 - TAXES**

#### Tenant's Taxes

- 6.1 The Tenant shall pay promptly when due all business, sales, machinery, equipment and all other taxes, assessments, charges and rates, as well as any permit or license fees, attributable to the Premises or the property, business, sales or income of the Tenant in respect of the Premises.

#### Payment of Property Taxes

- 6.2 The Landlord shall, within fourteen (14) days of receipt, provide the Tenant with a copy of the Property Tax levy for each Lease Year. Upon receipt of the levy by the Tenant, the Tenant shall pay its Proportionate Share of the Property Taxes to the Landlord. Adjustment shall be made at the end of the Term for partial Lease Years or tax years, as the case may be.

#### Sales Tax

- 6.3 The Tenant shall pay to the Landlord as Additional Rent, or as otherwise required by law, all Sales Tax including goods and services tax. The Landlord shall determine on a reasonable basis the extent to which the Sales Tax is imposed by reason of any sum payable by the Tenant to the Landlord pursuant to any provisions of this Lease and any report of the Landlord's chartered accountant for such purpose shall be conclusive as to the amount of any Sales Tax for any period to which such report relates.

### **Article 7 - UTILITIES**

#### Tenant's Utilities

- 7.1 The Tenant shall pay all rates, charges, costs and expenses as may be assessed or levied and at the rates so assessed or levied by all suppliers of utilities if directly to the leased portion of the and otherwise its Proportionate Share of the entire Premises.

### **Article 8 - INSURANCE**

#### Tenant's Insurance

- 8.1 The Tenant shall, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form and with such companies as the Landlord may reasonably approve:
- (a) comprehensive general liability insurance applying to all operations of the Tenant and against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises;
  - (b) and shall be for the amount of not less than Three Million (\$3,000,000.00) Dollars combined single limit;

- (c) and such comprehensive general liability insurance shall, for the Tenant's benefit only, include contractual liability and tenant's legal liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease;
- (d) standard "all risks" insurance on the leased portion of the Premises for the full replacement cost thereof, except foundations, and should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
- (e) "all risks" insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements including leasehold improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable.

8.2 The policies of insurance referred to above shall contain the following additional provisions:

- (a) provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of a claim under such policies and such that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
- (b) all property insurance referred to above shall name the Landlord as additional named insured;
- (c) provisions that such policies of insurance shall not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation shall be effective.

8.3 Evidence satisfactory to the Landlord (acting reasonably) of the existence of the policies of insurance shall be provided to the Landlord upon request. The Tenant shall further during the whole of the Term maintain such other insurance in such amounts and upon such sums as the Landlord may reasonably determine from time to time.

## Article 9- USE AND OCCUPATION

### Quiet Enjoyment

9.1 The Landlord covenants with the Tenant for quiet enjoyment, for so long as the Tenant is not in default hereunder, and except as provided herein.

### Use

9.2 The Premises shall be used only for the purpose set forth in Section 1.1(i), or such other lawful purpose with the written consent of the Landlord first had and received.

### Compliance with Laws

9.3 The Tenant shall carry on and conduct its business from the Premises in such manner as to comply with any and all statutes, by-laws, rules and regulations of any Federal, Provincial, Municipal or other competent authority for the time being in force, and shall not do anything upon the Premises in contravention thereof.

### Nuisance

9.4 The Tenant shall not do or permit to be done or omitted anything which could damage the Premises or which might result in any nuisance in or about the Premises. In any of the foregoing events, the Tenant shall forthwith remedy the same and if such thing or condition shall not be so remedied, the Landlord may, after such notice, if any, as the Landlord may deem appropriate in the circumstances, correct such situation at the expense of the Tenant and the Tenant shall pay such expense to the Landlord as Additional Rent.

## **Article 10 - HAZARDOUS SUBSTANCES ON THE PREMISES**

### Landlord Warranties and Representations

10.1 The Landlord warranty and represents that;

- (a) the Premises are not subject to any investigation for alleged violation of any Environmental Laws;
- (b) there have been no Hazardous Substances, toxic, radioactive or deleterious materials, pollutants, contaminants or wastes in or on the lands nor, to the best of the knowledge of the Landlord, has there been any migration of any of the foregoing substances into or upon or under the Premises through air, soil or ground water from any property adjacent or near the Premises;.

### Hazardous Substances

10.2 The Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld if the Tenant demonstrates to the Landlord's reasonable satisfaction that such Hazardous Substance is reasonably necessary for the Tenant's permitted use of the Premises and that it will be used, kept, stored and disposed of in a manner that complies with all Environmental Laws.

### Reporting Requirements

10.3 At the commencement of each Lease Year the Tenant shall disclose to the Landlord the names and approximate amounts of all Hazardous Substances that the Tenant intends to store, use or dispose of on the Premises in the coming Lease Year. In addition, at the commencement of each Lease Year, beginning with the second Lease Year, the Tenant shall disclose to the Landlord the names and amounts of all Hazardous Substances that were actually used, stored or disposed of on the Premises if those materials were not previously identified to the Landlord at the commencement of the previous Lease Year.

### 10.4 Compliance with Environmental Laws

- (a) The Tenant shall at the Tenant's own expense comply with all Environmental Laws and shall make, obtain and deliver all reports and studies as required by any governmental agency, authority or any Environmental Laws. The Tenant authorizes the Landlord to make inquiries from time to time of any governmental agency or authority in order to determine the Tenant's compliance with the Environmental Laws. The Tenant covenants and agrees that it will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Tenant shall immediately advise the Landlord of any breach of any part of this Article or if any governmental agency or authority issues an order, notice, cancellation, amendment, charge, violation, ticket or other document concerning the release, investigation, clean up, remediation or abatement of any Hazardous Substance.

### Clean Up or Removal

10.5 If the Landlord or any government authority shall require the clean up or removal of any Hazardous Substance held, released, spilled, abandoned or placed upon the Premises or released into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Premises, then the Tenant shall, at its own expense, prepare and submit for approval all necessary studies, plans and proposals, shall provide all bonds and other security required by governmental authorities and shall forthwith carry out the work required. The Tenant shall keep the Landlord fully informed of the progress of the matter and shall provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable

requirements with respect to such plans. The Tenant further agrees that if the Landlord determines, in its discretion, that the Premises, the Landlord or the Landlord's reputation is placed in any jeopardy by the requirements for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant.

#### Indemnity

10.6 The Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising out of or in any way related to any contamination of the Premises in any manner for which the Tenant is legally liable including, without limitation, any personal injury or property damage, a decrease in value of the Premises, damages caused by loss or restriction of rentable or useable space, or any damages caused by adverse impact on marketing of the space, any and all sums paid for settlement of claims and any lawyer's, consultant's, agent's or expert's fees. The provisions of this Section shall be in addition to any other obligations and liabilities that the Tenant may have to the Landlord at law or equity and shall survive the transactions contemplated herein and the termination of this Lease.

#### Ownership of Hazardous Substances

10.7 If the Tenant creates or brings to the Premises any Hazardous Substances or if the conduct of the Tenant's business shall cause there to be any Hazardous Substance at the Premises then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation to the Premises of the Hazardous Substances, and notwithstanding the expiry or earlier termination of this Lease.

#### Environmental Report

10.8 The Tenant covenants with the Landlord that the Tenant shall at the expiry or earlier termination of the Term retain pursuant to a written engagement letter an accredited environmental engineer for the Province of Alberta that is acceptable to the Landlord, acting reasonably, to conduct as soon as practicable after the date of such retainer at the expense of the Tenant a Phase I environmental assessment, or such other similar environmental assessment, as may be commonly conducted on the Premises for the purposes of determining the presence and extent of environmental contamination or potential liability for environmental matters on the Premises at that time. Should the environmental engineer conducting the aforementioned Phase I environmental assessment, or such other similar environmental assessment, recommend that further environmental tests and inspections be conducted, including a Phase II environmental assessment, the Tenant shall pay the cost of such environmental tests and inspections. Without prejudice to any other obligation of the Tenant arising under this Lease, should any such environmental assessment conducted in accordance with this Section identify any Pollutant released, deposited or spilled in, under, upon or from the Lands and Premises, the Tenant agrees and covenants to and with the Landlord to remove and remediate at the Tenant's sole cost notwithstanding the expiry or earlier termination of this Lease that part of the Lands and Premises affected by the Pollutant to the levels prescribed by governmental standards and guidelines then in effect.

### **Article 11 - CLEANING, REPAIR**

#### Cleaning

11.1 The Tenant at its sole expense shall keep and maintain the leased portion of the Premises in a neat, clean and sanitary condition as would a prudent owner in occupation and shall not allow any refuse, garbage or other loose or objectionable or waste material to accumulate in or about the Premises but rather shall dispose of the same on a timely basis and in a reasonable manner. The Tenant shall,

Immediately before the termination of the Term, wash the floors, windows, doors, walls and woodwork of the leased portion of the Premises and shall not, upon such termination, leave upon the Premises any refuse, garbage or waste material in the event the Tenant fails to clean or maintain in accordance with this Article upon notice so to do from the Landlord, the Landlord may attend to the same and the Tenant shall pay to the Landlord as Additional Rent the cost thereof without restricting the foregoing, the Tenant shall pay all janitorial services, landscaping, cleaning of debris, removal of garbage and snow and such other costs as may be incurred in the maintenance and cleaning of the Premises in accordance with this Article.

#### Tenant's Repairs.

11.2 The Tenant shall, at its own cost and expense, repair any damages the Tenant causes to the leased portion of the Premises, including any damage to or breakage of glass, of the heating, ventilating, air conditioning and mechanical systems, the structural and non-structural building components, moldings, store fronts, signs, doors, hardware, lighting, wiring, plumbing, improvements, partitions, wall fixtures and all trade fixtures and furnishings and maintain good condition of the interior and exterior of the leased portion of the Premises any appurtenances thereto, any improvements now or hereafter erected or installed therein and any apparatus of equipment of the Tenant therein or therefore, but specifically excluding:

- (a) reasonable wear and tear;
- (b) repairs necessitated by the actions of the Landlord or those for whom it is responsible at law;
- (c) replacement to the heating, ventilating, air conditioning or mechanical systems;
- (d) maintenance and repair of any structural building components.

11.3 In addition to the foregoing, but without limiting the obligations of the Tenant, the Tenant shall be responsible for all:

- (a) maintenance and repair in connection with landscaping and ground-keeping respecting the leased portion of the Premises;
- (b) maintenance and repairs of the heating, ventilating, air conditioning and mechanical systems pertaining to the leased portion of the Premises; and
- (c) maintenance and repair for all non-structural building components respecting the leased portion of the Premises.

#### View Repairs

11.4 The Landlord may enter the Premises at any reasonable time during business hours and at any time during any emergency to view the state of repair and the Tenant shall repair according to notice in writing from the Landlord so to do, subject to the exceptions contained in this Article.

#### Landlord may Maintain and Repair

11.5 If the Tenant fails to maintain and repair as required herein and according to notice from the Landlord within fourteen (14) days of receipt thereof, or such shorter period as may be reasonable in the circumstances, the Landlord may complete such maintenance and repair without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by reason thereof, and upon completion thereof, the Tenant shall pay as Additional Rent the Landlord's cost for conducting such repairs or maintenance.

#### Landlord's Repairs

11.6 The Landlord shall not be liable for any loss or damage to any person or property for its failure to repair in accordance with this Article, unless such loss or damage is caused by the default or negligence of the Landlord, its agents, employees or contractors. In fulfilling its obligations pursuant to this Article, the Landlord shall be entitled to enter the Premises and shall act as expeditiously as is reasonably possible in the circumstances.

### Taking of Possession

11.7 The taking of possession of the leased portion of the Premises by the Tenant shall be conclusive evidence against the Tenant that at the time of taking possession the leased portion of the Premises were in good and fully satisfactory order and condition except for deficiencies brought to the Landlord's attention within thirty (30) days of such taking of possession and except for latent defects not ascertainable on reasonable examination.

### Restoration of Premises

11.8 The Tenant shall if requested in writing by the Landlord upon the termination or earlier determination of this Lease restore the leased portion of the Premises or any part thereof as requested by the Landlord, at the Tenant's own expense, to the physical condition existing at the Commencement Date save and except reasonable wear and tear and any restoration necessitated by actions of the Landlord or those for whom it is responsible at law.

## **Article 12 - ALTERATIONS, FIXTURES**

### Tenant's Alterations

12.1 The Tenant shall not make or cause to be made any alterations, additions or improvements or erect or cause to be erected any partitions or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises without first obtaining the Landlord's approval thereto, such approval not to be unreasonably withheld all fixtures installed by the Tenant shall be in good condition, provided that the Tenant may install its usual trade fixtures in its usual manner so long as such installation has first been approved by the Landlord and does not damage the structure of the Premises the Tenant shall promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises and should any claim or lien be made or filed the Tenant shall discharge the same.

### Removal of Fixtures

12.2 So long as the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall then have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof; provided that all leasehold improvements which are not in the nature of trade fixtures shall remain upon and be surrendered with the Premises. If the Tenant fails to remove its trade fixtures and restore the Premises as aforesaid, all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord continues to require removal thereof. If the Tenant, after receipt of a notice from the Landlord, fails to promptly remove any trade fixtures, then the Landlord may enter into the Premises and remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

## **Article 13- SUBSTANTIAL DAMAGE AND DESTRUCTION, EXPROPRIATION**

### Abatement

13.1 If during the Term the leased portion of the Premises shall be damaged or destroyed by any cause whatsoever such that the leased portion of the Premises are rendered unfit for occupancy by the Tenant, the rent hereby reserved shall abate until such time as the leased portion of the Premises are rendered fit for occupancy by the Tenant.

### Substantial Damage or Destruction

13.2 In the event of Substantial Damage or Destruction of the Premises, the Landlord may within sixty (60) days after such damage or destruction and on giving thirty (30) days written notice to the Tenant declare this Lease terminated forthwith and in such event, the Term shall be deemed to have expired and the Tenant shall deliver up possession of the Premises accordingly, rent shall be apportioned and shall be payable up to the date of such damage or destruction and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

### Rebuilding

13.3 If this Lease is not terminated pursuant to this Article, the Landlord shall cause such damage or destruction to be repaired, restored or reconstructed, save as to items which are the responsibility of the Tenant pursuant to any provision of this Lease.

### Expropriation

13.4 If during the Term, title is taken to the whole or any part of the Premises by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Tenant, does not leave a sufficient remainder to constitute an economically viable leased portion of the Premises, the Tenant may at its option terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant shall immediately deliver up possession of the Premises, rent shall be payable up to the date of such termination and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof. In the event of any such taking, the Tenant shall have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefor to the Tenant.

## **Article 14- ASSIGNMENT, SUBLETTING, SALE OR MORTGAGE**

### Assignment and Subletting

14.1 The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the leased portion of the Premises or transfer any other right or interest under this Lease, or, if the Tenant is a corporation, cause or permit to occur either directly or indirectly any change in its ownership or control, all without the prior written consent of the Landlord in each instance, which consent in each case may be arbitrarily withheld or delayed and any approval will provide that the proposed assignment or sublease or change in ownership or control complies with the following provisions:

- (a) notwithstanding any assignment or sublease, the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease;
- (b) if the Lease is assigned or if the leased portion of the Premises or any part thereof are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion thereof, to the rent herein reserved; the consent by the Landlord to any assignment or sublease shall not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Subordination and Attornment

14.2 This Lease and the Tenant's rights hereunder shall automatically be subordinate to any mortgage or encumbrance resulting from any method of financing or refinancing, now in force against the Premises, and to all advances made or hereafter to be made upon the security hereof; and, upon the request of the Landlord, the Tenant shall execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination. The Tenant shall, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any mortgage or other method of financing or refinancing made by the Landlord in respect of the Premises, attorn to the mortgagee upon any such foreclosure or sale and recognize such mortgagee as the Landlord under this Lease.

14.3 The Landlord shall use reasonable efforts to obtain non-disturbance agreements in favour of the Tenant from future mortgagees of the Premises.

Estoppel Certificate, Acknowledgment

14.4 Whenever requested by the Landlord, a mortgagee, an encumbrance holder or other third party having any interest in the Premises, the Tenant shall within fifteen (15) days of the request execute and deliver an estoppel certificate or other form of certified acknowledgment as to the Commencement Date, the status and the validity of this Lease, the state of the rental account hereunder, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required. Tenant's failure to deliver such certificate or acknowledgment within the time provided shall constitute default hereunder.

**Article 15- INDEMNITY, LIENS**

Indemnities

15.1 The Tenant shall at all times indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord shall or may become liable, incur or suffer including legal costs in a solicitor and own client basis, by reason of a breach, violation or non-performance by the Tenant of any covenant, term or provision hereof.

Loss or Damage

15.2 With the exception of death, injury, loss or damage caused by the acts of the Landlord, its affiliates, shareholders and agents and those for whom the Landlord is in law responsible, they shall not be liable for any death or injury arising from or out of any occurrence, at or relating to the Premises or the Lands or damage to property of the Tenant or of others located on the Premises or elsewhere in, upon or at the Lands, nor shall they be responsible for any loss of or damage to any property of the Tenant from any other cause. All property of the Tenant shall be so kept at the sole risk of the Tenant only and the Landlord shall not be liable for any injury or damage to persons or property resulting from any cause whatsoever. The Tenant hereby releases the Landlord and those for whom it is in law responsible, from all losses, damages and claims of any kind in respect of which the Tenant is required to maintain insurance, or is otherwise insured.

Liens

15.3 The Tenant shall, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant shall pay to the Landlord as Additional Rent the cost thereof, including the Landlord's complete legal costs in a solicitor and own client basis.



## Article 16 - DEFAULT, REMEDIES, TERMINATION

### Default

16.1 If and whenever:

- (a) the Tenant shall be in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default shall continue for seven (7) days following written notice by the Landlord requiring the Tenant to pay the same; or
- (b) the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver or receiver and manager shall be appointed for the affairs, business, property or revenues of the Tenant;
- (c) or re-entry is permitted under any other term of this Lease;
- (d) or the Tenant fails to observe, perform or keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after seven (7) days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than seven (7) days to rectify, unless the Tenant shall commence rectification within the said seven (7) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;

then, and in each of such cases, and at the option of the Landlord and in addition to any other rights or remedies the Landlord may have pursuant to this Lease or at law, the Landlord may, immediately re-enter upon the Premises and may expel all occupants thereof and remove all property from the Premises and such property may be removed and sold or disposed of by the Landlord in such manner as it deems advisable. If the Landlord elects to re-enter the Premises as herein provided, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease take possession on behalf of the Tenant and make such alterations and repairs as are necessary in order to relet the Premises, or any part thereof on behalf of the Tenant for such term or terms (which may be for a term extending beyond the Term) and at such rent and upon such other terms, covenants and conditions as the Landlord in its sole discretion considers advisable and the rent from the subletting shall be paid to the Landlord and be applied towards the amounts owing to the Landlord by the Tenant hereunder.

### Landlord may Perform

16.2 If the Tenant shall fail to observe, perform or keep any of the provisions of this Lease to be observed, performed and kept by the Tenant, the Landlord may, but shall not be obliged to, at its discretion and without prejudice to any other right, claim or action it may have, rectify the default of the Tenant, whether or not performance by the Landlord on behalf of the Tenant is otherwise expressly referred to in the applicable Section of this Lease. For such purpose the Landlord may make any payment or do or cause to be done such things as may be required including, without limiting the generality of the foregoing, entry upon the Premises. Any such performance by or at the behest of the Landlord shall be at the expense of the Tenant and the Tenant shall pay to the Landlord as Additional Rent the cost thereof.

### Distress

16.3 If and whenever the Tenant shall be in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, the Landlord may, without notice or any form of legal process whatever, enter upon the Premises and seize, remove and sell by judicial or formal process or by private sale the Tenant's goods, chattels and equipment therefrom or seize, remove and sell,

by judicial or formal process or by private sale, any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress or sale.

Costs and Interest

16.4 All costs, expenses and expenditures of the Landlord, incurred upon any default by the Tenant hereunder, including, without limitation, the legal costs incurred by the Landlord on an indemnification basis as between solicitor and his own client shall, forthwith on demand, be paid by the Tenant to the Landlord as Additional Rent.

16.5 All rent and other sums due to the Landlord pursuant to the terms of this Lease shall be paid by the Tenant promptly when due, and if not so paid, shall bear interest from their respective due dates at the then existing Bank of Canada Prime Rate plus five (5%) per cent per annum, both before and after default, demand and judgment.

Additional Rights on Default or Re-Entry

16.6 If the Tenant shall be in default under this Lease beyond any period given herein to rectify such default, or if the Landlord shall re-enter the Premises or terminate this Lease when entitled to do so pursuant to default of the Tenant hereunder, then:

- (a) notwithstanding any such re-entry, termination, or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination shall survive;
- (b) the Landlord may relet the leased portion of the Premises or any part thereof for a term or terms which may be less or greater than the balance of the Term and may grant reasonable concessions in connection therewith; and
- (c) the Tenant shall pay to the Landlord on demand:
  - (i) rent and all other amounts payable hereunder up to the time of re-entry or to termination, whichever shall be the later; and
  - (ii) such reasonable expenses as the Landlord may incur or has incurred in connection with the re-entering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized, including without limitation brokerage, legal fees and disbursements on an indemnification basis as between a solicitor and his own client, and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - (iii) damages on the footing of a present recovery of damages for loss of the benefit of the Lease over its unexpired Term, without any requirement in law or in equity imposed upon the Landlord to notify the Tenant prior to, concurrently with, or at any time following the exercise of the option of the Landlord to terminate this Lease that the Landlord intends to claim such damages from the Tenant.

Vacate Upon Termination, Survival

- (d) At the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the leased portion of the Premises in the same state and condition as they were in upon delivery of possession to the Tenant, subject to the exceptions from the Tenant's obligation to repair and subject to the Tenant's rights and obligations in respect of removal and the Tenant shall thereupon surrender all keys to the leased portion of the Premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, in the leased portion of the Premises. The indemnity agreements contained in this Lease shall survive the termination of this Lease.

No Waiver

16.7 No provision of this Lease shall be deemed to have been waived unless a written waiver has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver shall be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Remedies Cumulative

16.8 No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one (1) or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease.

For Lease Signs

16.9 The Landlord shall have the right within two (2) months prior to the expiration of the Term to place upon the Premises a notice, of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the leased portion of the Premises are to let and the Tenant shall not remove or obscure such notice or permit the same to be removed or obscured.

Holding Over

16.10 If the Tenant continues to occupy the leased portion of the Premises with the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant shall be a tenant from month to month at the aggregate of:

- (a) a minimum monthly rent equal to the monthly Basic Rent prevailing immediately prior to expiration or termination plus 50%;
- (b) Additional Rent as herein provided.

and subject always to all of the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication of law;

- (c) provided that if the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant shall be a tenant at will and shall pay to the Landlord, as liquidated damages and not as rent, an amount equal to 200% of the aggregate set forth above during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly and subject always to all of the other provisions of this Lease insofar as they are applicable to a tenancy at sufferance and a tenancy from month to month or from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Landlord from taking action for recovery of possession of the leased portion of the Premises .

Failure to Pay

16.11 Should the Tenant fail to make any payment required by the Tenant pursuant to this Lease, the Landlord may, without prejudice to any other right or remedy of the Landlord, pay all or part of such required payment without prior notice to the Tenant and recover such payment from the Tenant as Additional Rent.

## Article 17 - GENERAL PROVISIONS

### Approvals

- 17.1 No provision in this Lease requiring the Landlord's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Landlord relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Landlord on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

### Non-Performance

- 17.2 Notwithstanding anything in this Lease to the contrary, a party shall not be deemed to be in default in respect of the performance of any of the terms, covenants and conditions of this Lease if any failure or delay in such performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, act of God, or other cause beyond the control of the party.

### Relationship of Parties

- 17.3 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

### Sole Agreement

- 17.4 This Lease pertaining to the leased portion of the Premises executed and delivered by or on behalf of the Landlord and the Tenant set forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the parties concerning the Premises and there are no warranties, representations, covenants, promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than as set forth in this Lease. This Agreement constitutes the entire agreement between the parties and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties relating to the leased portion of the Premises .

### Modifications

- 17.5 Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by the parties.

### Registration

- 17.6 Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease or any permitted assignment or permitted sublease of this Lease against the title to the Premises. The Tenant shall be permitted to register a caveat with respect to its interest hereunder.

### Construed Covenant, Severability

- 17.7 All of the provisions of this Lease are to be construed as covenants and agreements. Should any provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

### Further Assurances

- 17.8 The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

Governing Law

17.9 This Agreement shall be governed in accordance with the laws of the Province of Alberta and the parties hereto submit to such jurisdiction.

Time

17.10 Time shall be of the essence hereof.

Notices

17.11 Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if:

- (a) personally delivered to the party to whom it is intended or if such party is a corporation to an officer or director of that corporation; or
- (b) mailed by prepaid registered mail, transmitted by facsimile or delivered, to the address or facsimile number of the party to whom it is intended as follows:
  - (i) if to the Landlord, at the address or number set forth in Section 1.1(a);
  - (ii) if to the Tenant, to the Premises or to the address or number set forth in Section 1.1(b);

or to such other address or number as a party may from time to time direct in writing.

17.12 Any notice delivered before 4:30 p.m. local time on a Business Day shall be deemed to have been received on the date of delivery and any notice delivered after 4:30 p.m. local time on a Business Day or delivered on a day other than a Business Day, shall be deemed to have been received on the next Business Day. Any notice mailed shall be deemed to have been received seventy two (72) hours after the date it is postmarked. Any notice sent by facsimile before 4:30 p.m. local time on a Business Day shall be deemed to have been received when the sender receives the answer back confirming receipt by the recipient; provided, however, that any facsimile received after 4:30 p.m. local time on a Business Day or received on a day other than a Business Day shall be deemed to have been received on the next Business Day. If normal mail or communications service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent the notice will not be deemed to have been received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery or facsimile transmission only shall be effective.

Extended Meanings

17.13 "Hereof", "herein", "hereunder" and similar expressions used anywhere in this Lease relate to the whole of this Lease and not to any particular section or subsection, unless otherwise expressly provided. The use of the neuter singular pronoun to refer to the Landlord or the Tenant is deemed a proper reference even though the Landlord or the Tenant is an individual, partnership, corporation or a group of two (2) or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one (1) landlord or tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

No Transfer on Bankruptcy

17.14 Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

Successors Bound

17.15 All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties and if there is more than one (1) party described in Section 1.1(b), they shall all be bound jointly and severally by the terms, covenants and agreements herein on the part of the Tenant. No rights, however shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been first approved by the Landlord. All covenants, agreements, stipulations, obligations and other provisions of this Lease to be observed, performed and kept by the Tenant shall run with the land and therefore be enforceable by all the successors of the Landlord.

Index and Headings

17.16 The index and headings in this Lease have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Lease or any provisions hereof.

Tenant's Acceptance

17.17 The Tenant hereby accepts this Lease of the leased portion of the Premises, to be held by the Tenant, subject to the conditions, restrictions and covenants set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above written.

HAR-DE AGRI SERVICES INC.

Per: 

2112327 ALBERTA LTD

Per:   
  
