

THIS LEASE MADE BETWEEN:

THE CITY OF EDMONTON
(the "Landlord")

- and -

(the "Tenant")

WHEREAS:

A. The Landlord is the registered owner of the land legally described as:

PLAN 7921194
BLOCK 2
LOT 11

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Land").

B. There is located on the Land a building commonly known as the 'Orange Hub' and municipally described as 10035-156 Street (the "Building");

C. The Landlord has agreed to lease to the Tenant all that portion of the Building shown on the attached Schedule "A" (the "Premises") in accordance with the terms and conditions contained in this Lease.

IN CONSIDERATION OF the leasing of the Premises by the Landlord to the Tenant and the payment of the rent, the Landlord and the Tenant agree as follows:

1. TERM, TERMINATION AND EXTENSION

Term and Delays

1.1 The Landlord leases to the Tenant the Premises for a term of _____ years, commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____ (the "Term").

The Tenant shall be permitted by the Landlord to occupy the Premises prior to the commencement of the Term for a period of _____ (____) _____ (the "Fixturing Period") for the purpose of allowing the Tenant to commence and complete the Tenant's work in fixturing and improving the Premises for the Tenant's use (the "Tenant's Work"). The Tenant's right to commence occupancy of the Premises during the Fixturing Period shall be conditional on the Tenant having executed this Lease and the Tenant having provided evidence of compliance with the insurance requirements of this Lease. At the beginning of the Fixturing Period the Tenant shall begin and thereafter diligently perform and complete the Tenant's Work. The Tenant shall pay for all electricity, water, heat, security, refuse removal and other utilities and services furnished to the Tenant or its contractors by the Landlord or its contractors during the Fixturing Period promptly upon being billed therefor.

1.2 The Landlord may, on notice to the Tenant, delay the commencement of the Term, for a period satisfactory in the Landlord's sole discretion, to permit the Landlord to complete any work to the Land, the Building or the Premises that the Landlord deems necessary to permit the Tenant to take possession of the Premises as contemplated by this Lease (a "Term Commencement Delay"). The Tenant may, in its sole discretion, terminate this Lease within fifteen (15) days of receiving the Landlord's notice of a Term Commencement Delay if the Tenant is unable to accept and accommodate such delay.

Extension

1.3 Provided the Tenant is not in default of the Lease, the Tenant shall have ____ () option to extend the Lease for a further period of _____ () years (the "Tenant's Extension"), if the Tenant gives to the Landlord written notice of its intention to exercise the option no later six (6) months prior to the expiry of the Term, failing which the option to extend shall become null and void. All terms and conditions of the Lease during the Tenant's Extension shall be the same as for the Term, save and except for: a) the rent payable, which shall be set at the then current market rate for premises of comparable type, location, and condition inclusive of the Operating and Maintenance costs, all as shall be determined by the Landlord in its sole discretion; and b) the exercised right of extension. Upon exercise of the right of extension, there shall be no further rights of extension available to the Tenant.

OPTIONAL: Tenant's Condition(s) Precedent

1.4 This Lease is expressly subject to and conditional upon:

If the foregoing condition(s) precedent is/are not waived or fulfilled on or before the ____ day of _____, 20__, or such other date as the parties hereto may agree to in writing, this Lease shall terminate and be of no further force and effect, and the Tenant shall neither have nor make any claim against the Landlord for such termination. The foregoing condition precedent is for the benefit of the Tenant and may only be fulfilled or waived by the Tenant in writing.

2. RENT

Payment of Rent

2.1 The Tenant shall pay to the Landlord in every year of the Term as rent, the sum of (\$) exclusive of G.S.T., the rent to be paid in twelve equal monthly instalments of (\$) in advance on the first day of every calendar month during the Term; the first monthly payment of rent to be paid on the day of , 20 (the "Rent").

The Landlord and the Tenant acknowledge that the Rent is inclusive of Operating and Maintenance Costs, as defined in Section 2.3. The Landlord and the Tenant acknowledge that the Rent is not inclusive of Property Taxes, which the Tenant shall pay in accordance with Section 8.3.

Rent Increases

2.2 On April 1st of each year of the Term, including during any extensions of the Term, the Rent payable by the Tenant shall be increased by two percent (2 %) of the Rent paid during the preceding lease year (subject to any rent increase or decrease as a result of the recalculation of the Rent by the exercise of an extension of the Term), with the first increase occurring effective April 1, 2020.

Recovery of Operating and Maintenance Costs

2.3 For purposes of this Lease, the term "Operating and Maintenance Costs" shall mean all those costs, expenses and charges related to the operation and maintenance of the Building and the Land (in a proportion share, as determined by the Landlord in its sole discretion) and the Premises, incurred by the Landlord on the Tenant's behalf; and more specifically but without limitation, including electricity, gas, water, sewer, maintenance and repair, heating, air conditioning, custodial services (excluding the cost of custodial services within the Premises), exterior maintenance, security, administration, and insurance.

The repair and maintenance responsibilities are summarized for convenience and ease of reference in Schedule "B" hereto. Any conflict between the contents of Schedule "B" and the body of this Lease shall be resolved in favour of the body of the Lease.

Capital Expenses

2.4 The Rent shall not include the costs of the replacement of the following major components of the Building or the Premises (the "Capital Replacement Costs"):

2.4.1 structural – roof, roof membrane, floors, loadbearing walls, foundation, paving;

- 2.4.2 mechanical - complete replacement of water, sanitary and drain lines, heating, air conditioning and ventilating systems;
- 2.4.3 electrical- change of service or complete replacement of all wiring, fire alarm or security systems; and
- 2.4.4 all power, water, sanitary, sewer, gas, telecommunication or any other utility lines and services for the Building or Premises, including all installation, connection or replacement costs or charges.

The replacement work associated with the Capital Replacement Costs shall be undertaken by the Landlord, subject to available budget funding. Notwithstanding that the Landlord is responsible for the Capital Replacement Costs, should the Capital Replacement Costs exceed the value of the expected economic life of the Building, as determined solely by the Landlord, the Landlord shall have the right to terminate this Lease by providing thirty (30) days written notice to the Tenant.

Rent for Periods of Less than a Full Calendar Month

2.5 Where the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Rent for the period or periods of less than a full calendar month shall be computed by dividing the monthly instalment of Rent by the number of days in such month and multiplying the quotient by the number of days of such month comprised in the Term, and the Rent thereby calculated:

- i) for a period of less than a full calendar month occurring on the Commencement Date, shall be payable on or before the Commencement Date; or
- ii) for a period of less than a full calendar month occurring at the end of this Lease shall be payable on or before the first day of the last calendar month commencing within the Term.

Security Deposit

2.6 Prior to the execution of this Lease, the Tenant shall pay to the Landlord the sum of _____ Dollars (\$) (the "Deposit"), as security for the performance by the Tenant of the terms and conditions of this Lease which are to be observed and performed by the Tenant. If the Tenant shall breach any of the terms and conditions of this Lease, the Landlord may apply so much of the Deposit as may be necessary to compensate the Landlord for loss or damage incurred by the Landlord as a result of the breach by the Tenant. If the Landlord should reduce the Deposit at any time during the Term, the Tenant shall, at the Landlord's request, provide payment to the Landlord to return the Deposit to its original amount. At the expiry or termination of this Lease, so much of the Deposit which has not been applied by the Landlord shall be returned to the Tenant without interest.

Address for Payment

2.7 The Tenant shall pay the rent payable pursuant to this Lease without deduction to the Landlord, at:

- By Mail: The City of Edmonton
P.O. Box 2600
Edmonton, Alberta T5J 5A1

or such other place as the Landlord shall advise the Tenant in writing.

3. USE OF THE PREMISES

Primary Use

3.1 The Tenant shall only use the Premises for the purpose of . If the Tenant should desire to use the Premises for any other purpose, it shall obtain the prior written consent of the Landlord of such change in use, which consent may be unreasonably or arbitrarily withheld.

Prohibited Activities

3.2 The Tenant shall not do or permit to be done on the Premises, the Building or the Land anything which shall:

- 3.2.1 result in the creation of a nuisance, or
- 3.2.2 cause the loss exposure for any part of the Premises, the Building or the Land to be increased, except where the Tenant agrees to pay for the costs associated with any increase, which may include additional insurance premiums and/or loss control measures. Any additional costs will be determined by the Landlord.

Refuse

3.3 The Tenant shall at its expense be responsible for all garbage removal related to the Premises and will not allow refuse or debris to accumulate on the Premises. At the expiration or termination of the Term the Tenant shall leave the Premises in a reasonably clean condition.

Access

3.4 The Tenant shall access the Building and the Premises, subject to such rules and regulations of general application as shall be communicated to the Tenant by the Landlord from time to time. The Building will be open daily for service to the public during those hours described in the rules and regulations attached hereto as Schedule "C", which hours of operation

may be revised and updated by the Landlord from time to time during the Term (“Hours of Operation”). Subject to the limitations in this Lease, including, without limitation, in Article 5, the Landlord shall permit the Tenant and its employees, invitees and licensees in common with other persons entitled thereto during the Term, to have access to the Building through common entrance ways, during the Hours of Operation, and the use of all common halls, elevators and stairways in and to the Building as shall from time to time be allocated by the Landlord for the Tenant's use. The Landlord's rules for access to the Building after the Hours of Operation are attached as Schedule “C”. The Landlord, acting reasonably, may from time to time make changes to Schedule “C” and advise the Tenant accordingly.

Environmental

3.5 Other than standard quantities of commercially available cleaning products used within the Building, and standard fluids contained within the tanks and reservoirs of passenger and commercial vehicles (excepting vehicles with tanks or vessels for bulk transport) accessing the Land, the Tenant shall not cause or permit any hazardous substances to be brought onto the Premises, whatsoever, without the Landlord's express written prior approval, and only then in strict compliance thereafter with the Landlord's written approval and all applicable environmental laws, regulations, guidelines and policies. The term "hazardous substances" includes but is not limited to, petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals, or hazardous substances as defined in any federal, provincial or municipal legislation.

Building and Programming Metrics

3.6 The Landlord, through its Citizen Services Department, intends on collecting information and statistics on the use of the Building by the Tenant, other tenants in the Building, their respective invitees, and members of the public. To that end, the Tenant shall always fully comply with and cooperate in the facility metrics requirements prescribed by Schedule “D” to this Lease, as revised and replaced by the Landlord from time to time.

4. CONDITION OF PREMISES

| Asbestos

4.1 Without limiting the generality of Section 4.2 of this Lease, the Tenant hereby acknowledges and agrees that the Landlord has advised the Tenant that the Building and the Premises may contain asbestos (the “Asbestos”). The Tenant shall not, nor shall permit any person to alter, repair or otherwise disturb the windows, walls and ceilings of the Premises or the Building

for any purpose whatsoever, notwithstanding any of the Tenant's rights or obligations to the contrary in this Lease.

As Is

4.2 Notwithstanding any other term or condition in this Lease, the Tenant shall lease and take possession of the Premises on the understanding and agreement that:

- (a) there are no agreements, conditions, warranties or representations relating to the Premises, other than as stated in this Lease and in particular this Article 4,
- (b) except as provided in this Article 4, the Landlord does not warrant:
 - (i) the quality, condition or sufficiency of the Premises for any use or purpose,
 - (ii) the adequacy of any and all utility services either to or on the Premises, or
 - (iii) the absence or presence of hazardous substances in, on or under the Premises,
- (c) the Premises are taken by the Tenant on a strictly "as is" basis and the Tenant shall lease and take possession of the Premises at its own risk, with all faults and imperfections whatsoever, including without limitation, the presence the Asbestos, and any and of all hazardous substances if any, in, on or under the Premises,
- (d) the Tenant shall satisfy itself as to the condition of the Premises and the fitness for its intended use.

LRT Work and Building Uses

4.3 Notwithstanding any other provision contained in this Lease, the Tenant acknowledges having been advised by the Landlord that during the Term there shall be Light Rail Transit - LRT construction occurring on the Land, and the public roads and rights of way adjacent to the Land (the "LRT Work"). The LRT Work may entail the Landlord temporarily or permanently removing some or all of the parking facilities on the Land, available as of the date of this Lease.

Further, the Tenant acknowledges that the Building is intended to be used by multiple tenants and their invitees for arts and community purposes which may include musical and other performances, rehearsals, which include the periodic and regular presence of large numbers of performers, spectators and other guests, among other common ramifications of a building in the nature of the Building being operated (the "Use Effects").

The Tenant hereby releases the Landlord from, and hereby waives, any claim for compensation or damages whatsoever that the Tenant may have now or in the future, under statute

or at common law, relating to or arising from the LRT Work, the temporary or permanent removal of any or all of the parking facilities, or for the Use Effects.

5. ALTERATIONS TO THE PREMISES

Consent to Alterations

5.1 The Tenant shall make no alterations to the Premises without first engaging in the Landlord's formalized review of the Tenant's renovation or development project regarding the Premises. It shall not be unreasonable for the Landlord to withhold its consent for any alteration where the Landlord, in its sole discretion, considers the alteration to be incompatible with the presence of the Asbestos. All alterations to the Premises shall be made at the Tenant's expense and shall be made to the satisfaction of the Landlord and in accordance with The Orange Hub Tenant Improvement Guidelines. The Landlord may amend or replace The Orange Hub Tenant Improvement Guidelines from time to time at the Landlord's sole discretion.

5.2 The Landlord shall be at liberty at any time during the Term, to maintain, remodel, repair, alter, remove or improve the whole or any part of the Building, the Land, any other structure or improvement on the Land, or the equipment in the Building, and for such purpose to:

5.2.1 enter into, pass through, work upon and attach scaffolds or other temporary structures to the Premises;

5.2.2 alter, temporarily close or relocate access to the Premises through the Land or the Building;

5.2.3 remove (temporarily or permanently in the Landlord's sole discretion), relocate (including, without limitation, to locations outside the Land) or replace parking areas and structures;

but shall make all reasonably commercial efforts not to materially interfere with the Tenant in its use and occupancy of the Premises. The Tenant shall not be entitled to an abatement of rent, or any other compensation, for any of the foregoing.

5.3 The Tenant confirms that the City has advised that it is contemplating major capital repairs and replacements to the Building and the Premises during the Term that may interfere with building services, including parking areas and structures and the major components of the Building and Premises set out in Section 2.4. In the event that the City proceeds with such major capital repairs or replacements and it is anticipated that such repairs or replacements will substantially interfere with the Tenant's use and quiet enjoyment of the Premises, the City or the Tenant may terminate this Lease by providing six (6) months' notice to the other party. The Tenant shall not be entitled to compensation as a result of the termination of this Lease by either party in accordance with this Section.

6. REPAIR AND MAINTENANCE

Primary Repair Obligations

6.1 The Landlord shall during the Term, at the Tenant's expense, in accordance with Article 2 and Schedule "B" of this Lease, repair and maintain the Premises to a standard satisfactory to the Landlord, acting reasonably. The term "repair" shall include replacements or renewals. The term "maintain" shall include servicing, cleaning, and painting. The Landlord shall also be responsible for the repair and maintenance of the Building and the Land. The Tenant acknowledges that certain aspects of the Building's mechanical and structural components may only be accessed through the Premises. For the purpose of carrying out repairs and maintenance pursuant to this Section 6.1, the Landlord shall have the right at any time to enter upon the Premises and the Landlord shall incur no liability and neither shall the Tenant be entitled to any compensation for any inconvenience, nuisance or discomfort resulting from the carrying out of the repair or maintenance. Any repair or maintenance carried out by the Landlord shall be effected at a time and in a manner which will not unreasonably interfere with the use by the Tenant of the Premises.

Notwithstanding anything to the contrary herein, the Landlord shall not be responsible to repair, maintain or replace any tenancy improvements existing in as of the date of this Lease, or made to the Premises by the Tenant and which may include, but are not limited to; floor coverings, interior painting, interior partitions and doors, window coverings, seating, fixtures and appliances (collectively, the "Tenant Improvements"). The Landlord, acting reasonably, may deem any improvement, fitting or fixture in the Premises as a Tenant Improvement.

The Tenant shall during the Term, at its expense, repair and maintain the Tenant Improvements to a standard satisfactory to the Landlord, acting reasonably. The term "repair" shall include replacements or renewals. The term "maintain" shall include servicing, cleaning, painting, and decorating.

Landlord's Right to Repair Tenant Improvements

6.2 The Tenant shall at any reasonable time during the Term, permit the Landlord to enter the Premises for the purpose of ascertaining the state of repair and maintenance of the Tenant Improvements. Where an inspection reveals that repair or maintenance is necessary, the Landlord may give the Tenant notice of the need for the repair or maintenance and the Tenant shall, in accordance with the notice and within the time stated in the notice, commence and complete the repair or maintenance in a good and workmanlike manner. In default of the Tenant carrying out the repair or maintenance, the Landlord may carry it out and all expenses incurred by the Landlord in carrying out the repair or maintenance shall be at the expense of the Tenant. Any monies expended by the Landlord in carrying out the repair or maintenance shall bear interest at the rate of nineteen and fifty six one hundredths (19.56%) per cent per annum and shall become due from the Tenant to the Landlord as rent in addition to the rent payable pursuant to Article 2 of this Lease and shall be payable within thirty (30) days of the written demand by the Landlord.

6.3 Notwithstanding any other term or condition contained in this Lease, in the event that the Tenant shall:

6.3.1. abandon the Premises; or

6.3.2. cause the Premises to become subject to the commission of waste;

then in any such case, the Landlord may, in its sole discretion, do all things as may be requisite, including, without limitation, enter upon the Premises and for the purpose of gaining such entrance, the Landlord may use such force as it may deem necessary, without being liable for any loss or damage occasioned thereby. The Tenant expressly releases the Landlord from all actions, proceedings, claims and demands whatsoever for, or in respect of any such foreseeable entry, or any loss or damage that may be sustained by the Tenant in respect thereof and do such things upon or in respect of the Premises as the Landlord may consider necessary. All expenses incurred and expenditures made by or on behalf of the Landlord under this Section shall be paid by the Tenant. Any monies expended by the Landlord pursuant to this Section shall bear interest at the rate of nineteen and fifty-six one hundredth (19.56 %) per cent per annum and shall become due from the Tenant to the Landlord as rent in addition to the Rent payable pursuant to Sections 2.1 and 2.2 of this Lease and shall be payable within thirty (30) days of the Landlord's written demand for payment.

Definition of Abandonment of Premises

6.4 For the purposes of this Lease, the Premises shall be deemed to have been abandoned by the Tenant if the Tenant fails to actively carry on its business and activities on the Premises and as permitted by this Lease, for seven (7) consecutive business days, unless the Tenant shall have delivered to the Landlord a written notice fourteen (14) days prior to the Tenant's proposed closure of the Premises advising the Landlord of the Tenant's proposed closure and as to the duration of such closure. Notwithstanding the delivery of such notice by the Tenant, the Tenant shall remain liable for all of its obligations under this Lease and without limitation those contained in this Article 6.

Overloading

6.5 The Tenant shall not cause or allow any overloading of the floors of the Building, or the bringing into any part of the Building, including the Premises, of any articles or fixtures (including, without limitation, safes or condensed file storage systems) that by reason of weight, use or size may damage or endanger the structure of the Building.

Fundamental Breach

6.6 Notwithstanding any other term or condition of this Lease, a default by the Tenant under Section 6.3 shall be considered a fundamental breach of this Lease, and in such event, the Landlord may upon three (3) days written notice to the Tenant, in addition to any other remedy available to it for breach of the particular term or condition immediately terminate this Lease and re-enter and take possession of the Premises as of its former estate and the Landlord shall have

available to it all legal rights and remedies including injunction, whether or not provided for in this Lease, both at law and in equity.

Custodial Services

6.7 The Tenant shall throughout the Term, at its sole cost and expense, provide all required custodial services for the Premises. The Landlord shall throughout the Term, provide all required custodial services for the Land and the Building, excepting the Premises.

7. COMPLIANCE WITH LAWS

The Tenant shall use, occupy and carry on all business upon the Premises in compliance with all federal, provincial and municipal legislation and will during the Term obey all orders, directions and requests made by municipal and other public authorities to carry out repairs or effect changes to the Premises in order that the Premises will comply with such legislation.

8. TAXES AND UTILITIES

Utility Charges

8.1 The Tenant shall pay all water, power, telephone, telecommunication, sewer, gas or any other utility charges which may be charged in respect of the Premises, whether by the Landlord as Rent pursuant to Article 2 of this Lease, or directly by the utility provider. However, if the Tenant:

8.1.1. consumes any utilities; or

8.1.2. installs improvements in the Premises that require the consumption of any utilities;

in excess of what the Landlord deems, acting reasonably, as normal usage for the Premises, then the Tenant agrees that it shall be liable for such costs and shall pay the costs of such excess utilities consumption in accordance with the terms of each and every invoice for such costs, submitted by the Landlord to the Tenant.

Further, the Tenant shall pay all utility and service charges for services contracted for and directly billed to the Tenant, for example, internet services. The Tenant shall make all appropriate arrangements with the Landlord for the installation and removal of any equipment in the Building necessary for the provision of such services to the Tenant.

Business Taxes, Permit and License Fees

8.2 The Tenant shall pay all business taxes and permit and license fees in respect of any business, activity or event carried on, upon or in the Premises, or in respect of the possession, use or

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occupancy by the Tenant or any other person, whether those business taxes or permit and license fees are charged by any municipal, federal, provincial, regional or other authority during the Term.

Property Taxes

8.3 The Tenant shall pay all Property Taxes, if any, assessed, levied or charged with respect to the Premises, or any portion thereof, or the Tenant's leasehold interest in the Premises. "Property Taxes" means all taxes, levies, rates, charges, duties and assessments, including school taxes, local improvement charges and any rates, assessments or charges which now are, or may be levied, rated, charged or assessed against the Premises or any portions thereof, or the Tenant's leasehold interest therein, by any lawful taxing authority, whether municipal, federal, provincial, school or otherwise during the Term.

Sales Taxes

8.4 All taxes or assessments in the nature of sales taxes, goods and services taxes or value-added taxes which may be charged, levied or assessed as a result of this Lease and the leasing of the Premises, (the "Sales Taxes"), shall be the responsibility of the Tenant and the Tenant shall on written demand by the Landlord pay to the Landlord the Sales Taxes and failing the payment to the Landlord of the Sales Taxes, the Sales Taxes shall be deemed to be monies owing and collectable in a like manner as the rent payable pursuant to this Lease.

9. ASSIGNMENT

The Tenant shall not assign, transfer, sublet, or part with possession of the Premises or any part of the Premises, without first obtaining the written consent of the Landlord, which consent may be unreasonably or arbitrarily withheld. In considering the Tenant's request for consent pursuant to this Article 9, the Landlord may, but is not obligated to, take into consideration the ownership and use of the Premises and the Building, the non-profit or profit status of the Tenant and any other related factors that the Landlord considers appropriate. Notwithstanding that the Landlord's consent has been given to any sublease or other temporary parting with possession, the Tenant shall remain liable under this Lease to the Landlord for the full payment of the Rent payable pursuant to this Lease and for the observance of the other terms and conditions of this Lease. In applying to the Landlord for consent the Tenant shall provide the Landlord with written particulars of all details relating to the proposed transaction so as to enable the Landlord to properly consider the application. All assignments, transfers, and subleases shall be in a form which is acceptable to the Landlord and shall contain a covenant by the assignee, transferee or sublessee, to observe and perform the terms and conditions of this Lease.

10. LIENS

The Tenant shall be responsible for the payment and discharge of any writs of enforcement, builders' liens or other charges filed against the Premises for which it, or its agents or employees are responsible. The Tenant may by appropriate proceedings contest any writ of enforcement, builders' lien or charge filed against the Premises, if, upon the written request of the Landlord, it gives to the Landlord, a sufficient guarantee in the form of a cash deposit in an amount

equivalent to the claim. Should the Tenant fail to pay or discharge any writs of enforcement, builders' liens and charges filed against the Premises and legal proceedings have been taken which successfully validate the writ of enforcement, builders' lien or charge, the Landlord may pay and obtain a discharge of the writ of enforcement, builders' lien or charge and require that the Tenant immediately pay to the Landlord all sums paid by the Landlord in securing the discharge.

11. INDEMNIFICATION

The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, costs, damages, claims, suits, expenses or actions arising out of:

- (a) any breach, violation or non-performance of any term or condition of this Lease which is to be observed and performed by the Tenant;
- (b) any damage to any property whatsoever occasioned by the Tenant's use and occupation of the Premises;
- (c) any injury to or death of any persons occurring on the Premises;
- (d) any damage to property belonging to the Tenant, or to employees, invitees, sub-tenants, or licensees of the Tenant, or any injury to any employee, sub-tenant, licensee, or invitee of the Tenant while such property or person is on the Premises;
- (e) any injury to persons or any damage to property in respect to the Premises and the operations of the Tenant on the Premises arising from the escape, discharge or release of any gaseous, liquid, or solid hazardous substances, including but not limited to petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any federal, provincial or municipal legislation;

excepting liabilities, costs, damages, claims, suits, expenses or actions arising from the negligent act or omission of the Landlord, its officers, employees or agents.

12. LANDLORD OBLIGATION AND LIABILITY

No Additional Cost To Landlord

12.1 The Tenant acknowledges and agrees that the Landlord shall not be responsible during the Term for any costs, charges, expenses or outlays of any nature whatsoever arising from or relating to the use, operation, maintenance, repair, management, or for any other matter or thing affecting the Premises, whether foreseen or unforeseen and whether or not within the contemplation of the Landlord and the Tenant as at the commencement of the Term, unless the Landlord is responsible for such cost, charge, expense or outlay pursuant to this Lease.

Landlord Not Responsible

12.2 The Landlord shall not be responsible for any injury to any person, or for any loss or damage to any property belonging to the Tenant or to employees, invitees or licensees of the Tenant while such persons or property are on the Premises, Land or in the Building, as the case may be, and including, without limitation, any loss of or damage to any property caused by theft, breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the Premises, Land, Building, or any adjacent lands or from water, steam or drainage pipes or plumbing works located in the Premises, Land, Building or from any other place or for any damage caused by the condition of any electric or other wiring in the Premises, Land or Building, as the case may be, or vandalism, or the condition of the Premises, Land or the Building, nor with regard to the presence of the Asbestos.

13. INSURANCE

Insurance Coverage

13.1 During the Term the Tenant shall maintain in full force and effect the following insurance coverage:

13.1.1 Commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. This policy shall be endorsed to include the following:

- 13.1.1.1 contractual liability (including this Lease);
- 13.1.1.2 premises and operations;
- 13.1.1.3 non-owned automobiles;
- 13.1.1.4 independent contractors (as applicable);
- 13.1.1.5 products & completed operations (as applicable);
- 13.1.1.6 broad form property damage (as applicable);
- 13.1.1.7 host liquor liability (as applicable);
- 13.1.1.8 employees as additional insureds;
- 13.1.1.9 all risks tenant's legal liability, with a minimum per occurrence limit of one million dollars (\$1,000,000);
- 13.1.1.10 City as additional insured; and
- 13.1.1.11 cross liability.

13.1.2 All Risks Property Insurance covering the Tenant's improvements, equipment and chattels for the full replacement value of the Tenant's property. Such policy shall contain a waiver by the insurer of any right of claim or recovery by way of subrogation or otherwise against the Landlord, its employees, agents and servants.

The Landlord shall insure the Building and other improvements to the Land by such policies of insurance and in such amounts as shall be determined by the Landlord and with such company or companies as are acceptable to the Landlord in its sole discretion. The Tenant shall contribute to the cost of the Landlord's insurance as recovery of Operating and Maintenance Costs. No such contribution by the Tenant shall confer on the Tenant an insurable interest by the policies carried by the Landlord, nor shall the Landlord be accountable to the Tenant for any insurance proceeds obtained by the Landlord.

The Tenant hereby waives any right of recourse it may have or obtain against the Landlord, its employees or agents, with regard to loss or damage to its property located on, in, or about the Premises.

All policies shall be at the Tenant's sole cost and expense and the amount referred to above may be required by the Landlord to be increased from time to time to limits that the Landlord considers reasonable.

All the foregoing insurance shall be primary and not require the sharing of any loss by the Landlord or any insurer of the Landlord.

The insurance coverage required by this Section 13.1 shall be endorsed to provide the Landlord with thirty (30) days prior written notice of cancellation or material change and shall be in a form acceptable to the Landlord. If requested by the Landlord, the Tenant shall promptly supply the Landlord with a certified copy of the policies. Evidence of renewal of coverage shall be provided to the Landlord prior to the expiry in a form acceptable to the Landlord.

Additional Insurance

13.2 Upon written request by the Landlord, the Tenant shall provide additional insurance if this is deemed necessary by the Landlord. If requested, a written explanation will be provided to the Tenant for the additional insurance requirement.

Fundamental Breach

13.3 The Tenant acknowledges that a breach of any requirement under this Article 13 shall be considered a fundamental breach of this Lease, and the Landlord may exercise any remedies available in the event of default by the Tenant.

Policy Limits

13.4 The policy limits stated in this Article 13 do not define or limit the Tenant's liability to indemnify the Landlord in the event of bodily injury or property damage, and neither does the Landlord make any representations as to the adequacy of the limits or scope of coverage in the event of a claim.

14. INTEREST ON ARREARS

When the rent or any other amount payable pursuant to this Lease by the Tenant to the Landlord shall be in arrears, the amount shall bear interest at the rate of nineteen and fifty six one hundredths (19.56%) per cent per annum, until paid and the Landlord shall have all the remedies for the collection of the interest if unpaid after demand as in the case of rent in arrears but this stipulation for interest shall not prejudice or affect any other remedies available to the Landlord by law or by the terms of this Lease.

15. DESTRUCTION OR DAMAGE

If the Premises or a part of the Premises shall during the Term be destroyed or damaged by fire, lightning, storm or tempest, act of God or other casualty or accident so as to render the Premises untenable, the Rent payable pursuant to this Lease shall at once cease to accrue and not become payable until the Premises shall be tenantable, rebuilt or restored to their former condition and the Landlord shall rebate to the Tenant the proportionate part of the then current Rent paid in advance for the unexpired portion of the month in which such partial or total destruction occurs. In the event of total destruction of the Premises, the Tenant or the Landlord may within one (1) month after such destruction on giving notice in writing to the other party, terminate this Lease. The expression "total destruction" as used in this Section shall mean such damage or destruction that, in the opinion of an independent architect as approved by the Landlord, prevents the Premises from being made tenantable, rebuilt or repaired within a period of three (3) months (or such other time as may be mutually agreed upon by the Landlord and the Tenant) from the time of such destruction or damage. However, if in the reasonable opinion of the Landlord the Premises are capable of being made tenantable, rebuilt or repaired within a period of less than three (3) months (or such other time as may be mutually agreed upon by the Landlord and the Tenant) from the time of such destruction or damage, then the Landlord may at its sole option, rebuild and restore the Premises within a reasonable time, to the extent of the Landlord's insurance proceeds and the Landlord's obligations to repair, maintain and replace the Premises under this Lease, but excluding any of the Tenant's equipment, chattels or improvements for which the Tenant is obligated to insure (for the purposes of this Article, the "Tenant's Items"), and this Lease shall remain in full force and effect. For clarity, the Landlord shall not be obliged to replace, rebuild or restore any of the Tenant's Items, which responsibility shall be solely the Tenant's. If the Landlord elects to rebuild or restore the Premises, the Tenant shall immediately after completion of the Landlord's work, rebuild and restore the Tenant's Items and shall apply all insurance proceeds received to such end.

16. REMEDIES

Unpaid Rent

16.1 If and whenever the Rent payable pursuant to this Lease, or any sum which by virtue of this Lease is owing by the Tenant to the Landlord, shall be unpaid for ten (10) days after any of the days on which the same becomes due, the Landlord may forward notice in writing to the Tenant demanding that the sum in arrears be paid immediately, and failure by the Tenant to pay the arrears within thirty (30) days following its receipt of such notice shall, at the option of the Landlord, operate as a forfeiture of this Lease, and it shall be lawful for the Landlord at any time thereafter, to enter on the Premises, and to repossess and enjoy the Premises as of its former estate, notwithstanding anything in this Lease contained to the contrary.

Non-Observance

16.2 If the Tenant is at any time in default in the observance of any terms and conditions of this Lease other than the requirement for the payment of the Rent and if the Landlord shall have served notice in writing upon the Tenant specifying the default and requiring it to rectify the default, and the Tenant has failed to rectify the default within thirty (30) days after its receipt of such notice, or if the default is such that in the reasonable opinion of the Landlord, it cannot be rectified in thirty (30) days, and if the Tenant fails to commence rectification or fails to proceed with rectification in a manner satisfactory to the Landlord, acting reasonably, within such thirty (30) days, the Landlord may, at its option, in addition to any other remedy available to it for breach of the particular term or condition:

16.2.1 immediately terminate this Lease, and re-enter and take possession of the Premises as of its former estate, or

16.2.2 cure the default itself for the account of, and at the cost of the Tenant, and the sum so expended or incurred by it shall become due from the Tenant to the Landlord as rent in addition to the rent payable pursuant to Sections 2.1 and 2.2 of this Lease and shall on demand be paid by the Tenant within thirty (30) days after delivery to the Tenant of an invoice, and if not paid by the Tenant, be treated in the same manner and be subject to the same remedies as for non-payment of the rent payable pursuant to this Lease or at law.

If the default is, in the reasonable opinion of the Landlord, of such nature as to be incapable of being cured by the Landlord at the cost of the Tenant, then the Landlord may without further notice or demand on the Tenant at any time after the expiration of the thirty (30) day period above referred to, re-enter on the Premises, and repossess the Premises as of its former estate and this Lease shall be thereby determined.

Term Seized

16.3 If the Term shall at any time be seized or taken in civil enforcement proceedings by any creditor of the Tenant, or if the Tenant shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or an order shall be made winding it up or accepting the surrender of its charter, then, in every such case, the Term shall, at the option of the Landlord, become immediately forfeited and be terminated and the Landlord may re-enter and take possession of the Premises as of its former estate.

Distress Rights

16.4 Whenever the Landlord shall be entitled, by reason of the Tenant's failure to pay the rent payable pursuant to this Lease or to make all other payments required by this Lease, to levy distress upon the goods and chattels of the Tenant, it may use such force as it may deem necessary for that purpose and for gaining admittance to the Premises without being liable to any action or for loss or damage occasioned in respect to such distress and admittance and the Tenant expressly releases the Landlord from all actions, proceedings, claims and demands whatsoever, in respect of any forcible entry permitted by law or any loss or damage sustained by the Tenant in connection with such entry.

17. EXPROPRIATION

Should the Premises be expropriated by any public or quasi-public authority, this Lease shall terminate, as of the date of such expropriation, and both the Landlord and the Tenant shall be released from any further liability pursuant to this Lease.

18. QUIET ENJOYMENT

Provided the Tenant complies with and performs its obligations under this Lease, it may quietly enjoy the Premises without hindrance, interruption or molestation by the Landlord or any other person claiming through or under the Landlord.

19. SIGNS, NOTICES, AND LANDLORD'S RIGHT OF ACCESS

For Sale or Lease Signs or Notices

19.1 The Landlord shall have the right 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 Premises are for sale or to let. The Tenant shall not remove or obscure such notice or permit the same to be removed or obscured.

Landlord's Right of Access

19.2 The Tenant shall at any reasonable time during the Term permit the Landlord to enter the Premises for the purpose of showing the Premises to prospective purchasers or tenants,

and for the purposes of the carrying out of soil tests, environmental studies, or any other tests or studies which the Landlord, at its sole discretion, may deem necessary.

Prohibited Signs and Advertising

19.3 The Tenant shall not place notices, advertising, signs, or lettering anywhere on the Premises, the Land or the Building, unless it is first approved in writing by the Landlord (which approval may be unreasonably or arbitrarily withheld), and will not paint or decorate the outside of the Premises without the written consent of the Landlord.

20. LANDLORD'S TITLE

[For Terms (including extension rights) of over three years]

The Tenant shall not cause any caveat or other encumbrance to be registered against the title to the Lands without the prior written consent of the Landlord, which consent may be unreasonably and arbitrarily withheld; however, the Tenant shall be permitted to register a caveat (the "Lease Caveat") protecting its rights in respect of this Lease. It is expressly understood and agreed to by the Tenant that as a condition of the Tenant's right to register the Lease Caveat, the Tenant shall within ten (10) days of the registration of the Lease Caveat deliver to the Landlord a discharge of the Lease Caveat, in the proper form and duly executed by the Tenant. The Landlord shall have the right, without notice to the Tenant, to register the discharge of the Lease Caveat at such time as the Lease shall have been terminated or expired. The Tenant acknowledges that a failure by the Tenant to deliver to the Landlord the discharge of the Lease Caveat in the manner and time required by this Article 20 shall be considered a fundamental breach of this Lease, and the Landlord may exercise any or all remedies available in the event of default by the Tenant, including without limitation, termination of this Lease.

[For Terms (including extension rights) of under three years]

The Tenant shall not cause any caveat or other encumbrance to be registered against the title to the Lands without the prior written consent of the Landlord, which consent may be unreasonably and arbitrarily withheld.

21. SURRENDER OF PREMISES

At the expiry or termination of the Term, the Tenant shall peaceably yield up to the Landlord the Premises, including all improvements which the Tenant may have constructed upon the Premises during the Term (exclusive of all items and articles in the nature of trade or tenant's fixtures), in good repair, except as stated in Article 22 and excepting only reasonable wear and tear and damage by fire, lightning and tempest not due to the negligence or wilful act or omission of the Tenant. All improvements which the Tenant may construct upon the Premises during the Term (exclusive of all items and articles in the nature of trade or tenant's fixtures) are and shall be fixtures to the Premises and are intended to be and become the absolute property of the Landlord upon the expiration or termination of this Lease. The Tenant shall, at the request of the Landlord, remove from the Premises all such fixtures, but shall in such removal do no damage to the Premises or shall make good any damage which may be occasioned as a result of such removal. In the event that the

Landlord requests that such improvements be removed from the Premises, then the Tenant shall within Thirty (30) days of the date of the Landlord's request carryout and complete, at its sole cost and expense, the removal of all such improvements and shall restore any damage to the Premises from so doing. In default of the Tenant carrying out the removal and restoration, the Landlord may carry it out and all expenses incurred by the Landlord in carrying out the removal and restoration shall be at the expense of the Tenant. Any monies expended by the Landlord in carrying out the removal and restoration shall bear interest at the rate of nineteen and fifty six one hundredths (19.56%) per cent per annum and shall become due from the Tenant to the Landlord as rent in addition to the rent payable pursuant to Sections 2.1 and 2.2 of this Lease and shall be payable within thirty (30) days of the written demand by the Landlord.

22. REMOVAL OF TRADE OR TENANT'S FIXTURES

Notwithstanding any term or condition in this Lease, the Tenant shall at or before the expiry or termination of the Term, at the option of the Landlord, remove from the Premises all items or articles in the nature of trade or tenant's fixtures, but shall in such removal do no damage to the Premises or shall make good any damage which may be occasioned by such removal.

23. PRORATING OF PAYMENTS BY TENANT AND LANDLORD

Where an amount is payable by the Tenant or by the Landlord in respect of a period of time where only part of the period of time falls within the Term, the amount will be prorated.

24. OVERHOLDING BY THE TENANT

If the Tenant remains in possession of the Premises after the expiration or earlier termination of the Term, without any further written agreement and without objection by the Landlord, the Tenant shall be deemed to be occupying the Premises as a tenant from month to month upon the terms and conditions as stated in this Lease, as far as is applicable. The Landlord shall have the right at any time during such overhold period, to terminate this Lease upon giving to the Tenant thirty (30) days notice in writing, and the rent payable pursuant to this Lease shall be adjusted on a pro rata basis. Upon the expiration of the time mentioned in the notice the Landlord may re-enter and repossess the Premises and the Term shall be forfeited.

25. ADDRESSES FOR NOTICES

Addresses

25.1 Any notices under this Lease given to the Landlord and the Tenant shall be conclusively deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

(a) to the Landlord at:

Real Estate Branch
Financial and Corporate Services
10th Floor, Edmonton Tower
10111 104 Avenue NW
Edmonton, Alberta T5J 3A3

Attention: Director, Building and Land Management

(b) to the Tenant at the Premises:

Fax No.:

or to any other address as may be designated in writing by the Landlord and the Tenant.

Deemed Service

25.2 Notice given by registered mail, if posted in Alberta, shall conclusively be deemed to have been received on the fifth (5th) business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery.

26. NON-STATUTORY WAIVER

The Landlord in entering into this Lease is doing so in its capacity as an owner of real property and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Lease shall constitute the granting by the Landlord of any approval or permit as may be required pursuant to the Municipal Government Act, R.S.A. 2000 Ch. M-26, and any amendments thereto, and any other legislation in force in the Province of Alberta. The Landlord, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Lease, and nothing in this Lease restricts the Landlord, its Municipal Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

27. DISPUTE RESOLUTION

27.1 In the event of a dispute arising between the Landlord and the Tenant as to the proper interpretation or effect of any of the terms or conditions of this Lease (which, for clarity, does not include events where the Tenant has been noted in default under this Lease by the Landlord), such dispute shall be resolved in accordance with the following procedure:

27.1.1 The party requesting that the matter in dispute be resolved in accordance with the provisions of this Article 27 (the "disputing party") shall notify the other party (the "defending party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").

- 27.1.2 Within seven (7) days of the receipt of the Arbitration Notice, the defending party shall by written notice advise the disputing party that it disputes all matters referred to in the Arbitration Notice except those for which the defending party admits responsibility and proposes to take remedial action.
- 27.1.3 The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the defending party has not admitted or proposes to take remedial action.
- 27.1.4 The Landlord and the Tenant shall within ten (10) days after the date of receipt by the disputing party of the defending party's notice, appoint an arbitrator who shall be acceptable to both parties (the "Arbitrator"). In the event that the parties shall fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the Court of Queen's Bench of Alberta to name the Arbitrator.
- 27.1.5 Not later than twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately.
- 27.1.6 Unless the Arbitrator orders otherwise, the Landlord and the Tenant shall equally bear the costs of the arbitration.
- 27.1.7 The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
- 27.1.8 Except as modified by this Lease, the provisions of the Arbitration Act R.S.A. 2000 Ch. A-43, as amended, shall apply.

28

GENERAL

Time of the Essence

28.1 TIME IS TO BE CONSIDERED OF THE ESSENCE OF THIS LEASE and therefore, whenever in this Lease either the Landlord or the Tenant is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Landlord and the Tenant.

No Partnership or Joint Venture

28.2 No term or condition in this Lease shall be construed as in any way constituting a partnership or a joint venture by or between the Landlord and the Tenant.

No Agency

28.3 All contracts, whether of employment or otherwise, entered into by the Tenant with respect to this Lease shall be made by the Tenant on its own behalf and not as agent of the Landlord and the Landlord shall have no liability for such contracts.

Entire Lease

28.4 This Lease is the entire agreement between the Landlord and the Tenant with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the Landlord and the Tenant except as expressly stated in this Lease. The consideration stated in this Lease is the sole consideration and inducement for the execution of this Lease.

Severability

28.5 Should any provision of this Lease be illegal or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Lease, which shall remain in force and be binding as though such provision had not been included.

Governing Laws

28.6 This Lease shall be construed and governed by the laws of the Province of Alberta.

Gender

28.7 All references shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

Headings

28.8 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Lease.

Legislative References

28.9 The reference to any legislation in this Lease shall be deemed to include all amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.

Non-Waiver

28.10 The waiver by the Landlord or the Tenant of the strict performance of any term or condition in this Lease shall not constitute a waiver of any other term or condition nor shall it be

deemed a waiver of any subsequent breach of the same or of any other term or condition in this Lease.

Amendment or Modification

28.11 This Lease shall not be modified, varied or amended except by the written agreement of the Landlord and the Tenant.

Successors and Assigns

28.12 This Lease shall be binding upon the Landlord and the Tenant and their respective heirs, executors, administrators, successors, including successors in title, and assigns.

Joint and Several

28.13 If two (2) or more persons are liable to the Landlord under the terms and conditions in this Lease, their obligations shall be both joint and several. The Landlord shall not be obligated to exhaust its remedies against either person and may pursue one or both of them as and when the Landlord may elect.

Interpretation

28.14 In this Lease:

28.14.1 the word "shall" is to be read and interpreted as mandatory;

28.14.2 the word "may" is to be read and interpreted as permissive, and

28.14.3 the word "person" shall be read and interpreted as meaning an individual, a partnership, a corporation, a trust, an unincorporated organisation, a government, or any department or agency thereof, and the heirs, executors, administrators or other legal representatives of any individual.

**THE LANDLORD AND THE TENANT HAVE EXECUTED THIS LEASE ON THE
DAY OF _____, 2018.**

THE CITY OF EDMONTON as
represented by the Director of Building
and Land Management

APPROVED:

As to Form _____

Print Name _____

As to Content _____

John Osborne, Leasing and Property Manager

Per: _____

Robert Guenther (City seal here)

Per: _____

Print Name _____

DRAFT

STATUTORY DECLARATION

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, _____ of the City of Edmonton, in the Province of Alberta, DO SOLEMNLY
DECLARE AS FOLLOWS:

1. THAT I, _____, am an Officer of the _____, of
Edmonton, Alberta, and in such capacity I have signing authority to enter into the attached
agreement.

2. THAT the execution of the attached agreement was duly authorized by the Board of
Directors of the _____.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of
the same force and effect as if made under oath.

DECLARED before me at the City of
Edmonton, in the Province of Alberta
this ____ day of _____, 2018.

Signature

A COMMISSIONER FOR OATHS
in and for Alberta

SCHEDULE "B"
REPAIR AND MAINTENANCE RESPONSIBILITIES

(A) ITEM	(B) To Be Provided by Landlord, and paid monthly by the Tenant in addition to Annual Base Rent (as part of operating cost)	(C) To Be Provided by Landlord, Cost Borne by Tenant	(D) To Be Provided by Landlord, Cost Borne by Landlord	(E) To Be Provided by Tenant, Cost Borne by Tenant	(F) Does Not Apply
<u>CLEANING – Common Area</u>					
Janitorial Service and Supplies			YES		
Window Cleaning Interior			YES		
Window Cleaning Exterior			YES		
<u>CLEANING – Premises</u>				YES	
Janitorial Service and Supplies			YES		
Window Cleaning Interior			YES		
Window Cleaning Exterior					
<u>GROUNDS</u>					
Maintenance of Common Area			YES		
Snow Removal			YES		
Redecoration and Refurbishment of Common Area			YES		
<u>HVAC</u>					
Minor HVAC Repairs			YES		
<u>ELEVATOR</u>					
Minor Elevator Repairs			YES		
<u>ELECTRICAL</u>					
Lamp and Tube Replacement-Premises			YES		
Lamp and Tube Replacement-Common Areas			YES		
<u>NON-ENERGY UTILITIES</u>					
Garbage Removal			YES		
Water and Sewage			YES		
Recycling Program			YES		
<u>FUELS</u>					
Heating and Cooling – Premises			YES		
Heating and Cooling – Common Areas			YES		
<u>ELECTRICITY</u>					
Electricity- Premises			YES		
Electricity – Common Area			YES		
<u>PARKING</u>					
Parking Rent				YES	
<u>INSURANCE</u>					
Building			YES		
Tenant Improvements				YES	
<u>TAXES</u>					
Taxes				YES	
<u>TENANT IMPROVEMENTS</u>					
Maintenance of Tenant Improvements				YES	
<u>SECURITY SYSTEMS</u>					
Building Systems – Equipment and Monitoring			YES		
Premises – Equipment and Monitoring				YES	
<u>FIRE AND SAFETY</u>					
Building			YES		
Premises			YES		

SCHEDULE “C”

Rules and Regulations

(to be provided with formal lease documentation)

1. The public hours for the Building will be 8:00 am - 9:00 pm Monday to Friday and 9 am - 5 pm on Saturday and Sundays, and statutory holidays.
2. The driveways, entrances, passages, halls, corridors, elevators or stairways of the Building shall not be obstructed by the Tenant, his servants and/or visitors, or be used by him or anyone authorized by him for any purpose except access to and egress from the Premises; and the sidewalks shall not be obstructed in any way, or be used for any purpose other than as walks or footpaths.
3. The toilets and other waste apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage to such apparatus from misuse shall be remedied by the Tenant, who or whose servants, invitees or licensees caused it at his expense.
4. The handling and disposal of all garbage shall be in compliance with the regulations of the Landlord as may be arranged from time to time and the Tenant shall provide proper receptacles for their waste in the Premises. No rubbish, boxes, packing cases or the like, shall be placed in corridors, stairways or passages by the Tenants. Tenants must dispose of their garbage in the outdoor waste bins provided, not beside.
5. The tenant must not attempt any repairs or alterations or adjustments to the heating, air conditioning, plumbing, electrical systems or any other utility.
6. All glass, locks and trimmings in or upon the doors or windows of the Premises shall be kept whole, and whenever any part thereof shall become broken, detached or lost, it shall be repaired at the Tenant's expense and under the direction and to the satisfaction of the Landlord.
7. No fuel or combustible materials for heating, lighting, illuminating or cooking, and no stove, burner, apparatus or appliance for utilizing the same shall be brought into the Building or used therein by the Tenant, his servants, or by any persons under his instruction, except as provided in the Lease for the operation of the Tenant's business on the Premises or except with the express written consent of the Landlord.
8. No machinery or equipment of any kind shall be affixed to the Premises without the consent of the Landlord.
9. No domestic or pet animal or bird shall be brought into the Building or kept therein. Registered service animals allowed.

10. No tenant shall make or permit any noise in the Building which, in the reasonable opinion of the Landlord, may disturb or unreasonably disturb any other tenant. The Tenant will be responsible for any additional sound proofing.

11. Furniture and equipment shall not be loaded in or loaded out from the Premises except at hours or times determined from time to time by the Landlord and no heavy furniture or equipment shall be moved over floors of the Building, or of halls, landings, or stairways, or left stationary thereon so as to cause marks thereon or damage thereto.

12. The Tenant shall be responsible for any damage to the Building caused by moving furniture and equipment into, within or out of the Premises.

13. No signs, advertisements, or notice shall be inscribed, painted, or affixed on any part of the outside of the Building. None of the foregoing shall be placed inside the Building except as permitted by the Landlord whose consent may be unreasonably withheld.

14. The Landlord shall allow the Tenant reasonable access to the Building. The Tenant's customers/patients and staff are not permitted to use the Building facilities, common areas or its amenities without obtaining the prior written consent from the Landlord.

15. The Tenant shall comply with all building emergency training sessions, drills and alarms, and that no compensation is granted for loss of business during such activities.

16. No additional locks shall be placed upon any door of the Building without the written approval of the Landlord. Additional keys for existing locks in the premises may be obtained from the Landlord at the cost of the Tenant.

17. The Tenant shall not obstruct HVAC outlets or intakes.

18. The Tenant shall use the water and electricity in a reasonable manner and electric current shall not be used for any other purposes than for lighting, standard office machines and equipment, and copying equipment.

19. Each Tenant shall, during the occupancy, provide any servant of the management to access any mechanical, electrical or telecomm rooms located in their premises.

20. The Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building and the Premises when, in its judgement, it deems it necessary, desirable or proper for its interest and for the best interest of the Tenant, and no alteration or waiver of any rule or regulation in favor of one Tenant shall operate as an alteration or waiver in favor of any other Tenant. The Landlord shall not be responsible to any Tenant for the non-observance or violation by any other Tenant or any of the rules or regulations at any time prescribed for the Building.

21. Each Tenant that is approved by the Landlord to sell beverages from the Premises shall comply with the Landlord's exclusive beverage supplier agreement which as of the date of this

lease is with Coca Cola Refreshments Canada. The agreement states; “Beverage means all carbonated and non-carbonated soft drink beverages which shall include fruit juices, iced teas, energy drinks, bottled water and sports drinks.” The agreement also defines “Designated Purchasers” to mean “the food service operators or other licensees of the City that may be permitted to sell Beverages in a particular Venue or part thereof from time to time. The parties acknowledge that only Beverages of Coca Cola Refreshments Canada must be available, supplied and vended by the Designated Purchasers and that the beverages are to be purchased directly from Coca Cola Refreshments Canada.”

22. Servicing of grease traps located in the Premises may be performed during the Tenant's normal operating hours provided that no disturbance to other occupants or patrons in the Building occurs as a result.

23. Storage and disposal of chemicals, any flammable, toxic or volatile or otherwise dangerous substances must be stored and disposed in a safe manner as directed by the Landlord. Tenant shall provide the Landlord with a list of all hazardous substances stored or used within the Premises upon request by the Landlord.

24. A Directory will be provided by the Landlord. Corridor office door lettering will be provided for the Tenants by the Landlord, such lettering to be according to specifications prepared by the Landlord, the cost of which is to be charged to the Tenant and shall be recoverable as Additional Rent.

25. The Tenant shall not do or permit anything to be done in the Premises or bring or keep anything therein which will conflict with the regulations of the Fire Department or with any insurance policy upon the said building or any part thereof, or which will conflict with any of the rules and ordinances of the Alberta Health Services or with any statute or municipal by-law.

26. Business machines, filing cabinets, heavy merchandise or other articles liable to overload, injure or destroy any part of the building shall not be taken into it without the written consent of the Landlord and the Landlord shall in all cases retain the right to prescribe the weight and property of all such articles and the times and routes for moving them into or out of the building; the cost of repairing any damage done to the Building by such moving or by keeping any such articles on the Premises shall be paid by the Tenant.

27. No one shall use the Premises for sleeping and/or cooking quarters or furnish for the purposes of creating a residence.

28. The Tenant shall give to the Landlord prompt written notice of any accident to or any defect in the water pipes, gas pipes or heating apparatus, telephone, electric lights or other wires, or any other part of said Building.

29. No bicycles or other vehicles shall be brought within the said Building, without the consent of the Landlord.

30. The Tenant will not remove any sun drapes or blinds installed by the Landlord in the windows of the Premises and will carry out such reasonable instructions as to the opening and closing thereof as may be given by the Landlord from time to time. The landlord may at its discretion, require the Tenant to keep all window drapes drawn for the purpose of assisting in the maintenance of comfortable condition in the Building.

31. The Landlord may at any time and from time to time during the term of this lease keep the entrance doors to the Building locked and before permitting the Tenant access to the Building during such period or periods, require the Tenant to sign his name in a register to be kept by the Landlord for recording the arrival and departure of all persons admitted to the Building except during business hours. The Tenant shall provide the Landlord with the names of all person entitled to enter the Premises outside of business hours and the Landlord shall be entitled to refuse permission to any person who cannot be identified as being entitled to enter the Building.

32. The Landlord shall not be responsible for any loss of property upon the premises or in any part of the Building however occurring or for any damage done to furniture, goods or other effects of the Tenant wherever situate, by the maintenance staff or by any employee or by any other person whomsoever.

33. The Tenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Premises (including cold drinks, hot beverages, snacks, etc.) unless the Tenant is specifically authorized to do so as part of this Lease.

34. Tenants shall comply with all municipal by-laws.

SCHEDULE “D”
BUILDING AND PROGRAMMING METRICS

The City of Edmonton would like to report on the operations at the Orange Hub in order to give Council and Citizens the opportunity to stay informed about the services and programs provided at the facility and how these activities have an impact on the community. For this purpose, tenants will be required to report on certain activities and results of operations.

Reporting will be required on a monthly basis and may include a summary of services provided; the number of program participants and volunteers engaged; demographic breakdown of program participants; financial information (revenues, expenses); goals for the year; annual results on outcomes, and the number of partnerships formed.

In addition, tenants will be required to complete an annual perception survey to collect information related to tenant organizational capacity, tenant satisfaction with the facility, and the development of knowledge and skills.

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