

THIS AGREEMENT made this 28 day of August, A.D. 1989.  
BETWEEN

THE CITY OF EDMONTON  
(hereinafter referred to as "the Lessor")

OF THE FIRST PART,

- and -

EDMONTON NORTHLANDS  
(hereinafter referred to as "the Lessee")

OF THE SECOND PART.

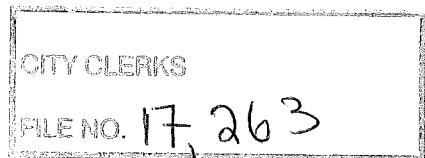
**NORTHLANDS SITE LEASE**

WHEREAS the Lessor is the registered or beneficial owner of certain lands in the City of Edmonton, in the Province of Alberta, as outlined on Schedule A and legally described on Schedule B hereto;

WHEREAS the most recent agreements dated January 30, 1969 and July 25, 1974 between the Lessor and the Lessee ("the Amended Current Agreement") for the operation and occupation of a site for the operations of the Lessee covered a period ending on December 31, 1999;

AND WHEREAS it is considered beneficial and in the public interest of the residents of the City of Edmonton that the Lessee should continue its occupation of, and activities on, the Demised Premises in accordance with the terms and conditions hereinafter set out;

AND WHEREAS there are situated on the Demised Premises certain buildings, improvements, fixtures and appurtenances, and it is further contemplated that there may be additional buildings, improvements, fixtures and appurtenances built or erected on the Demised Premises during the term of this Lease;



AND WHEREAS this Lease is the "Northlands Site Lease" referred to in the Master Agreement of even date made between the parties;

1.00            DEFINITIONS

WHERE used or referred to in this Lease:

1.01            "Demised Premises" shall include:

- (a) the pedestrian bridge structure and overpass for service vehicle access over 118 Avenue in the City of Edmonton, joining Block A, Plan 2024 K.S. and Block 1A, Plan 3258 T.R.; and
- (b) all lands, and all the buildings, improvements, fixtures and appurtenances existing thereon or which may be constructed or erected thereon during the term of this Lease which are:
  - (i) described in Schedules "A" and "B" hereto; and
  - (ii) described in Schedules "C", "D" and "E" hereto and title to which is, or becomes, registered in the name of the Lessor; and
  - (iii) other than described in sub-paragraph (ii) above, and contained within the Expansion Area as defined in the Master Agreement as and when title to which becomes registered in the name of the Lessor.

1.02            "Lessor" shall mean and extend to and include the Lessor, its successors and assigns.

1.03            "Lessee" shall mean and extend to and include the Lessee and its successors.

1.04 "Master Agreement" refers to an agreement of the same name and even date between the Lessor and the Lessee;

1.05 "Rent" includes, in addition to the amounts payable pursuant to Section 4 herein, all sums, rates, charges or expenses which are to be paid by the Lessee pursuant to the provisions of this Lease, or which are paid or incurred hereunder by the Lessor and which ought to have been paid or incurred by the Lessee, including interest accrued on any such amount.

2.00 DEMISE

2.01 NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the rents, covenants, agreements, provisos, stipulations and conditions herein reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor doth demise and Lease unto the Lessee all the Demised Premises and the Lessee does hereby accept this Lease of the Demised Premises, to be held by it as tenant subject to the conditions, restrictions and covenants hereinafter contained.

3.00 TERM

3.01 To have and to hold the Demised Premises unto the Lessee as tenant for a term of thirty (30) years, commencing on the first day of August, 1989, and terminating on the 31st day of July, 2019.

4.00 RENT

4.01 The rent to be paid by the Lessee to the Lessor during the term of this Lease shall be the amount of One Dollar (\$1.00) per annum in lawful money of Canada, due and payable in advance on or before the first day of August, 1989.

4.02 The Lessee shall pay the rent hereby reserved, and any other payment payable by the Lessee pursuant to the provisions of this Lease, when due without any deduction or setoff whatsoever at the office of the Lessor's Treasury Branch, Mezzanine Floor, Chancery Hall, #3 Sir Winston Churchill Square, Edmonton, Alberta, T5J 2C3 or at any other address for payment of which the Lessor may subsequently give the Lessee written notice.

4.03 All sums, rates, charges or expenses which are to be paid by the Lessee pursuant to the provisions of this Lease, or which are paid or incurred hereunder by the Lessor and which ought to have been paid or incurred by the Lessee, including interest accrued on any such amounts, may be recovered by the Lessor from the Lessee by all remedies available to it, pursuant to this Lease or otherwise, for the recovery of rent arrears.

5.00 **CONDITION AND USE OF THE DEMISED PREMISES**

5.01 The Lessee covenants and agrees to conduct on the Demised Premises such activities as it may determine and which are consistent with its Memorandum of Association, including, without restricting the generality of the foregoing, agricultural and trade shows and the provision of entertainment and community services, for the benefit of the residents of the City of Edmonton and Northern Alberta.

5.02 The Lessee shall use and occupy the Demised Premises and shall carry on and conduct all activities upon the Demised Premises in compliance with all federal, provincial, and municipal statutes, bylaws, rules, and regulations in force from time to time, and will at all times obey all orders made by municipal and other public authorities to carry out repairs or effect changes to the Demised Premises in order that they comply with all such laws.

5.03 Subject to Section 8 hereof, the Lessee shall not do or permit to have done upon the Demised Premises anything which constitutes voluntary or permissive waste, or which shall result in the creation of a nuisance.

6.00 REPAIR AND MAINTENANCE

6.01 At the commencement of the term, the Lessee agrees that there is no promise, representation or undertaking binding upon the Lessor with respect to the state or condition of the Demised Premises and the Demised Premises are taken by the Lessee on an "as is" basis.

6.02 Throughout the term of this Lease and except as otherwise herein provided, the Lessee shall, at its own expense, maintain the Demised Premises in safe condition, and at the expiry of the term or at the earlier termination of this Lease, turn them over in good condition and repair, reasonable wear and tear only excepted.

6.03 For greater certainty, but not so as to restrict the generality of the foregoing, the Lessee's obligation to repair and maintain the Demised Premises shall include:

- (a) keeping, at its own cost and expense, the Demised Premises, including all sidewalks adjoining the Demised Premises, clear of snow, ice or debris;
- (b) keeping all lawn areas within the Demised Premises watered, trimmed, mowed and free of weeds;
- (c) ensuring that no refuse, garbage or other objectionable loose material accumulates on the Demised Premises, and the Lessee shall, at its own cost and expense, provide for the adequate, sanitary handling and disposal of such material resulting from the use of or accumulating on the Demised Premises, and the Lessee shall keep the Demised Premises in a clean and sanitary condition.

6.04 The Lessor may give the Lessee written notice of the need for repair and maintenance as provided for herein, and the Lessee agrees to

promptly and in accordance with this lease, commence and complete such repair or maintenance in a good and workmanlike manner. In the event the Lessee fails to fulfil its obligations in regard to repair and maintenance of the Demised Premises in accordance with this lease, and such failure continues for forty five (45) days after the Lessee has received such written notice from the Lessor, the Lessor shall have the right to make such repairs or do such maintenance as it determines is reasonably required in order to remedy such default and all reasonable costs incurred by the Lessor in so doing shall be forthwith paid by the Lessee to the Lessor upon demand as additional rent. Any dispute as to whether or not the repairs or maintenance referred to in the written notice aforesaid are required, or whether any costs incurred by the Lessor in making such repairs were reasonable, may be referred to arbitration pursuant to the provisions hereof.

6.05 For the purpose of effecting repairs and maintenance pursuant to this Section 6, the Lessor shall have the right at any reasonable time to enter upon the Demised Premises or any part thereof and the Lessee hereby agrees that the Lessor shall incur no liability nor shall the Lessee be entitled to any compensation for any inconvenience, nuisance or discomfort occasioned thereby, provided, however, that such repair and maintenance shall be effected at such times and in such manner as will not unreasonably interfere with the use by the Lessee of the Demised Premises or the conduct of the Lessee's activities thereon.

6.06 Notwithstanding the obligations for repair fixed upon the Lessee, the Lessee shall not be responsible for the costs of any repair necessitated as a result of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military power, nuclear reaction, nuclear radiation or nuclear explosion.

6.07 The Lessee covenants and agrees that it shall be responsible for maintaining in good operating condition all fixtures, fittings, devices and

apparatus in buildings, as well as all roads, boulevards, lanes and avenues on the Demised Premises, and all local utilities located on, within or under and servicing the Demised Premises, including all water, electric light, power and sewer installations, power services, gas mains and pipes.

6.08 The Lessee further covenants and agrees that it shall be responsible for all maintenance required with respect to the bridge and overpass described in paragraph 1.01(a) and shall carry out such reasonable requirements of the Lessor or other government body having jurisdiction over roads in order to provide all maintenance required with respect to such road crossings.

7.00 **INSPECTION OF PREMISES**

7.01 The Lessee covenants and agrees to permit representatives of the Lessor, at reasonable times during the term of this Lease, to enter upon the Demised Premises for the purposes of inspection and ascertaining the state of repair. In addition, representatives of the Lessor shall at all times be allowed access to the Demised Premises for the purposes of carrying out their specified rights or duties as provided by law, this Lease, the Master Agreement, or as occasioned by an emergency.

8.00 **BUILDINGS, IMPROVEMENTS, AND FIXTURES**

8.01 The Lessee shall not demolish the Coliseum, the AgriCom or any new buildings of major importance on the Demised Premises during the term of this Lease, without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

8.02 Should the Lessee determine to demolish any improvement as permitted pursuant to the provisions hereof, it shall not be required to maintain or repair such improvement, except for the purpose of meeting all safety requirements imposed by law or as are reasonably required to keep the

premises safe. In the event that the Lessor determines that there is unreasonable delay in demolition, the matter may be referred to arbitration as hereinafter provided.

8.03 The Lessee shall be entitled, at its sole cost and expense, to construct such new buildings and improvements and install such fixtures upon the Demised Premises as it deems advisable and as are permitted by applicable municipal, provincial or federal laws. All such buildings, improvements and fixtures shall upon construction or installation become the property of the Lessor and shall be deemed to form part of the Demised Premises.

9.00 LIENS

9.01 With respect to any Sheriff's executions filed against the Demised Premises for which the Lessee or its agents or employees are responsible, as well as any liens or other charges respecting the Demised Premises arising by reason of any act or omission by the Lessee, its agents or employees, whether caused by any work, services or materials which it or its agents, or employees have had performed or supplied in connection with any improvement on the Demised Premises, or by any failure to pay sales, corporation or income tax for which it is responsible, the Lessee may either:

- (a) immediately pay and discharge the same; or
- (b) in good faith and by appropriate proceedings contest the same, so as to protect the interests of the Lessor and the Lessee as would a reasonable owner and so as to cause the execution or lien or other charge to be discharged from the title of the Demised Premises within a reasonable time;

and should the Lessee fail to take either of the above steps, the Lessor may contest and pay the said execution or lien or charge, if found valid, to



secure the discharge thereof, and require from the Lessee the immediate repayment of all sums paid by the Lessor, or for which the Lessor is liable, in securing such discharge.

10.00      PAYMENT OF LICENCE FEES, UTILITIES AND  
LOCAL IMPROVEMENT CHARGES AND LEVIES

10.01      Subject to the Master Agreement, the Lessee shall procure and maintain, at its own cost and expense, such licences, permits or approvals as may be required in order to enable the Lessee to conduct its operations on or from the Demised Premises.

10.02      The Lessee shall pay when due all water, power, telephone, sewer, gas or other utility charges levied or imposed in respect of the Demised Premises and, subject to the Master Agreement, all taxes, rates, and fees payable in connection with any activity carried on upon the Demised Premises or the occupancy thereof.

11.00      INDEMNIFICATION

11.01      The Lessor, its servants, agents and officers shall not be responsible in any way for any injury or death to any person, or for any loss or damage to any property belonging to the Lessee or to employees, invitees or licensees of the Lessee while such person or property is in or about the Demised Premises, or for any damage caused by or attributable to the condition or arrangement of the Demised Premises, except when such damage, injury or death is caused by the fault, negligence or willful act of the Lessor, its servants or agents.

11.02      The Lessee shall indemnify and save harmless the Lessor, its servants, agents and officers from any and all liabilities, costs, damages, claims, suits, expenses or actions arising out of:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed;
- (b) any damage to any property whatsoever occasioned by the Lessee's use and occupation of the Demised Premises;
- (c) any injury to a person or persons, including death resulting at any time therefrom, occurring on the Demised Premises and sidewalks adjacent thereto; and
- (d) any damage to property belonging to the Lessee, or to employees, invitees, sub-lessees, licensees, or invitees of the Lessee while such property or person is on the Demised Premises;

save and except such liabilities, costs, damages, claims, suits, expenses or actions caused by the fault, negligence or willful act of the Lessor, its servants or agents.

11.03 The Lessor shall give the Lessee written notice of any claim, suit, action, loss or other proceeding in respect of which the Lessee is to indemnify and save harmless the Lessor, its agents, servants or officers, and within seven (7) days of the service of such notice upon it, the Lessee shall elect whether or not to defend any such claim, suit, action or other proceeding (the "proceeding") on behalf of the Lessor, its servants, agents and officers. In the event that the Lessee elects not to defend the proceeding, or fails to make an election within the time provided for, or fails to defend the proceeding or to defend to the Lessor's satisfaction, the Lessor may forthwith proceed to defend or settle the proceeding, and any amounts, including costs, expenses and fees paid for the settlement or defence of the proceeding are to be paid by the Lessee to the Lessor upon demand as additional rent.

11.04 The Lessor shall indemnify and save harmless the Lessee from all claims and demands, losses, costs, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, for damages to property or injury or death to any person, including the persons and property of the Lessee, its servants, agents, customers, invitees and licencees on the Demised Premises where such damage has been caused by the fault, negligence or willful act of the Lessor, its servants or agents.

12.00 INSURANCE

12.01 The Lessee will keep the Demised Premises insured at all times throughout the lease term at its own expense, in the joint names of the Lessor and the Lessee, with an insurer licensed to do business in the Province of Alberta and in such form and amounts as the Lessor may reasonably require, and without restricting the generality of the foregoing, should obtain and maintain in full force and effect the following insurance policies:

- (a) a Comprehensive Public Liability Insurance Policy affording protection from any and all claims which may arise out of or as a result of the occupancy, use or operations of the Lessee on the Demised Premises, where bodily injury, death or property damage is caused, in an amount of One Million Dollars (\$1,000,000.00) per occurrence, or minimum limits required by law, or in such amount as the Lessor may reasonably require, whichever is greater; and
- (b) an "All Risk" Insurance Policy affording protection to the Demised Premises and contents therein to the total value thereof from loss or damage by fire, flood, explosion and special perils as the Lessor may reasonably require;

provided that the Lessee may discharge its obligations to insure by arranging with the Lessor for the Lessee to be named in insurance policies purchased by the Lessor.

12.02 All insurance policies required hereunder shall contain a waiver by the insurer of any right of claim or recovery by way of subrogation or otherwise against the Lessor, its officers, servants or agents arising out of any claim thereunder whether by the fault or negligence of the Lessor, its officers, servants or agents or otherwise. The Lessee shall upon demand furnish to the Lessor copies of policies referred to herein and the receipts attesting payment of premiums, and, without demand, at least fifteen (15) days prior to the expiry thereof, certificates evidencing renewals. Should the Lessee fail to comply with the covenants in this Section 12, the Lessor, upon forty eight (48) hours written notice, shall have the right to take up such insurance with one or several insurers of its choice, the whole at the expense of the Lessee, which expense shall be payable to the Lessor as additional rent on demand.

12.03 The proceeds of insurance received under the provisions of 12.01(b) and relating to damages to the Demised Premises shall be received by the Lessee in trust and shall be deposited and maintained in a separate interest-bearing trust account for the benefit of the Lessor and Lessee for one or more of the purposes hereinafter set forth as selected by the Lessee:

- (a) the replacement of the property destroyed or damaged;
- (b) the construction of further capital improvements on the Demised Premises of a value not less than the amount of the insurance proceeds; and
- (c) the acquisition of land within the approved Expansion Area as defined in the Master Agreement and the immediate transfer of such land into the name of the Lessor.

In the event that the Lessee fails to use such trust funds for one or more of the aforesaid approved purposes within a reasonable period of time, then the trust funds, including any accrued interest, shall be payable to the Lessor on demand.

12.04 The Lessee shall not carry on, suffer or permit to be carried on any undertaking on the Demised Premises which will cause any insurance with respect to the Demised Premises to be or become void or voidable.

13.00 **RESERVATION OF LESSOR'S RIGHTS TO PROPERTY**

13.01 The Lessor reserves the right to construct and maintain public utilities upon, under or over the Demised Premises and to enter upon the Demised Premises for such purposes, it being understood and agreed that such construction or maintenance shall be undertaken at such times and in such locations and of such design as are agreed on by the parties in order to cause as little interference with the Lessee's use of the Demised Premises as is reasonably possible. Should the parties fail to agree on the location or the design or the timing of construction or maintenance of any utility, the matter may be submitted to arbitration. The Lessor may grant to any other person, firm or corporation a similar right with respect to any public utility or accessory thereto upon, under or over the Demised Premises.

13.02 In the event of actual damage to the Demised Premises or any part thereof resulting from such construction or maintenance, the actual cost incurred in making repairs shall be paid by the Lessor to the Lessee. The Lessor shall, however, have no liability hereunder or otherwise to the Lessee for any indirect or consequential damage, or for any inconvenience, nuisance or discomfort resulting from the exercise of any rights under the provisions of this section.

13.03 This Lease shall be subject to existing easements accomodating utility and power lines registered against the Demised Premises. The Lessee shall grant to the Lessor such further easements or rights-of-way, or execute such formal documents, as may be reasonably required by the Lessor with respect to the existence, maintenance, construction and repair of utilities provided for herein.

14.00 INTEREST

14.01 Any sum, expense, rate, or charge required to be paid by one party to the other party pursuant to the provisions hereof shall bear interest at a rate equal to the prime rate of interest charged by the Toronto-Dominion Bank, Main Branch, in Edmonton, Alberta, to its best corporate customers, such interest to commence thirty (30) days after the date upon which the said sum, expense, rate or charge was first due and payable.

15.00 DEFAULT AND TERMINATION

15.01 If and whenever:

- (a) the Lessor shall be entitled, pursuant to the provisions of the Master Agreement, to terminate this Lease; or
- (b) the Lessee shall default in the payment of any sum required to be paid to the Lessor pursuant to any provision of this Lease and such default shall continue for forty five (45) days after written notice or demand thereof is given by the Lessor to the Lessee; or
- (c) the Lessee shall default in the performance or observance of any of the terms, covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed or kept by the Lessee and such default shall continue to exist for a period of forty five (45) days following the giving of written notice thereof by the Lessor to the Lessee; or
- (d) the term hereby created shall be seized or taken in execution by any creditor of the Lessee; or
- (e) the Lessee makes an assignment for the benefit of creditors, or becomes bankrupt, or makes application for relief under the

provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise, is taken with a view to the winding-up, dissolution or liquidation of the Lessee; or

- (f) the Lessee abandons or ceases to occupy the Demised Premises or a substantial portion thereof, or for any other reason ceases to be entitled to occupy the Demised Premises;

then, and in any of such cases, the Lessor, without notice or any form of legal process whatsoever, may forthwith re-enter upon the Demised Premises or any part thereof in the name of the whole, whereupon this Lease shall terminate forthwith and the estate hereby vested in the Lessee and any other right of the Lessee hereunder shall thereupon immediately cease and expire, anything contained herein or in any statute or law to the contrary notwithstanding; provided, however, that such termination shall be wholly without prejudice to the right of the Lessor to recover:

- (i) any sums payable under the provisions hereof;
- (ii) damages for any antecedent breach of, or default under, any term, condition, or covenant in this Lease on the part of the Lessee; and
- (iii) damages for all losses, costs, and expenses of whatsoever kind or description incurred or suffered by the Lessor, including damages for losing the benefit of this Lease for the unexpired term hereof.

15.02 With respect to any of the matters referred to in sub-paragraph 15.01(c), if any default cannot with due diligence be cured within a period of forty five (45) days, then the Lessee shall only be required to commence promptly and diligently continue to cure or remedy such default forthwith after written notice has been served as aforesaid.

16.00     ASSIGNMENT

16.01     The Lessee shall not assign, transfer, sublet, part with possession or otherwise dispose of the Demised Premises or any part thereof either for the whole or any part of the term hereof without first obtaining the written consent of the Lessor.

16.02     Notwithstanding the provisions of paragraph 16.01 hereof, the Lessee shall be entitled to license or sublet portions of the Demised Premises for commercial or service uses compatible with, and ancillary to, the activities permitted to be carried on upon the Demised Premises under the terms hereof; provided however, any such licensing or subletting shall not relieve the Lessee from the performance or observance of any of the covenants, agreements, provisions, stipulations and conditions herein contained to be observed and performed and kept by the Lessee pursuant to this Lease or the Master Agreement.

17.00     ARBITRATION

17.01     Where, with respect to this Lease, a disagreement arises between the parties over the interpretation of any provision hereof, as to whether either party is in breach thereof, over any issue of reasonableness, as to the manner in which a party has exercised any discretion, power of approval or right to consent, or as to any other matter arising from the terms hereof, with the exception of:

- (a) determining the fault, negligence or willfulness of either party pursuant to paragraphs 11.01, 11.02, and 11.04 hereof; and
- (b) any issue in respect of the intention of the parties stated in paragraph 29.02 hereof;



the issue, dispute or matter may be referred to arbitration and the procedure to be followed shall be that set forth in the Master Agreement and the arbitration provisions therein set forth are herein incorporated.

18.00 OVERHOLDING

18.01 The Lessee hereby agrees that if it remains in possession of the Demised Premises after the expiration of the term or earlier termination of this Lease without a further written agreement and without objection by the Lessor, the Lessee shall be deemed to be a tenant from year to year of the Lessor only, and further agrees that the provisions of this Lease, insofar as possible, shall continue to apply, including, but without restricting the generality of the foregoing, the provisions respecting liability for taxes, repair and maintenance, insurance, indemnification and assignment.

19.00 NOTICES

19.01(a) Any notice, request or demand herein required, provided or permitted to be given or served hereunder, shall be sufficient if given personally as follows:

(i) to the Lessor:

c/o Municipal Secretary of the City of Edmonton  
6th Floor, Centennial Building  
10015 - 103 Avenue  
Edmonton, Alberta  
T5J 0H1

(copy to the City Solicitor and the Mayor);

(ii) to the Lessee:

c/o General Manager  
Edmonton Northlands  
7300 - 116 Avenue  
Edmonton, Alberta  
T5J 2N5

(copy to the President of Edmonton Northlands).

- (b) Any party may, at any time, give notice in writing to the other of any change of address or officer and, after the giving of such notice, the address therein specified will be deemed to be the address of such party for the purpose of giving notices hereunder.

20.00 **NON-WAIVER**

20.01 Any condoning, excusing or overlooking by either party of any default, breach or non-observance of the other party at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the first party's rights hereunder in respect of any subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of the first party hereunder in respect of any subsequent default, breach or non-observance of the same or any other condition, covenant or proviso by the other party.

21.00 **QUIET ENJOYMENT**

21.01 Subject to the provisions of this Lease, the Lessor covenants with the Lessee that upon the Lessee paying the rents and performing and observing the terms, covenants and conditions of this Lease, it shall and may peaceably and quietly enjoy the Demised Premises for the term hereby

granted without any hindrance or disturbance by the Lessor or any other persons claiming under it.

22.00      SURRENDER OF DEMISED PREMISES

22.01      At the expiration or earlier determination of the term herein demised, the Lessee will peaceably yield up to the Lessor the Demised Premises including all improvements made thereto in such state of repair as hereinbefore provided and the same shall revert to and become the property of the Lessor, it being understood and agreed that all improvements which the Lessee has constructed or may construct upon the Demised Premises from time to time are intended to be and become the absolute property of the Lessor upon the expiration or termination of this Lease.

23.00      AMENDMENTS

23.01      No alteration or modification of this Lease shall be valid unless the same be in writing duly executed by the parties.

24.00      REMEDIES CUMULATIVE

24.01      No reference to nor exercise of any specific right or remedy by the Lessor or the Lessee shall prejudice or preclude the Lessor or the Lessee from exercising or invoking any other remedy in respect thereof, 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 Lessor and the Lessee may from time to time exercise any one or more of such remedies independently or in combination.

25.00      SEVERABILITY

25.01      If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or

unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be enforceable to the fullest extent permitted by law.

26.00 INTERPRETATION

26.01 The parties hereto agree that the headings herein form no part of this Lease and shall be deemed to have been inserted for convenience of reference only and are not in any way to qualify, modify or explain the effect of the provisions, conditions or terms herein.

26.02 The words, "this Lease," "herein," "hereto," "hereof," "hereby," "hereunder" and similar expressions refer, unless otherwise expressly indicated, to this Lease as a whole and not to any part hereof and include any instrument amending the same or changes supplementary hereto.

26.03 Whenever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning plural or feminine or body politic or corporate and vice versa where the context so requires.

27.00 ENUREMENT

27.01 These presents and everything herein contained shall extend to, enure to the benefit of, and be binding upon the Lessor, its successors and assigns and the Lessee and its successors, sub-licencees and sub-lessees.

28.00 TIME

28.01 Time shall be of the essence of this Lease.

29.00 RIGHT OF RENEWAL

29.01 Provided that the Lessee is in good standing at the expiration of the term hereof, the Lessor shall grant to the Lessee a renewal lease of the Demised Premises for a further term of thirty (30) years at a rent, and upon other terms and conditions, to be agreed upon by the parties.


29.02 The parties agree to negotiate the rental and other terms and conditions of such renewal lease in good faith, and hereby state their intention that such rental and other terms and conditions shall be similar to those of this agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their respective corporate seals, duly attested by the hands of their duly authorized officers in that behalf, on the day and in the month and in the year first above written.

A P P R O V E D

THE CITY OF EDMONTON

As to Form

  
City Solicitor

  
MAYOR

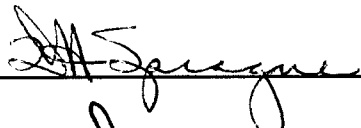
As to Content

  
Head of Department

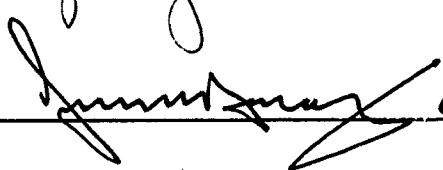
  
MUNICIPAL SECRETARY

EDMONTON NORTHLANDS

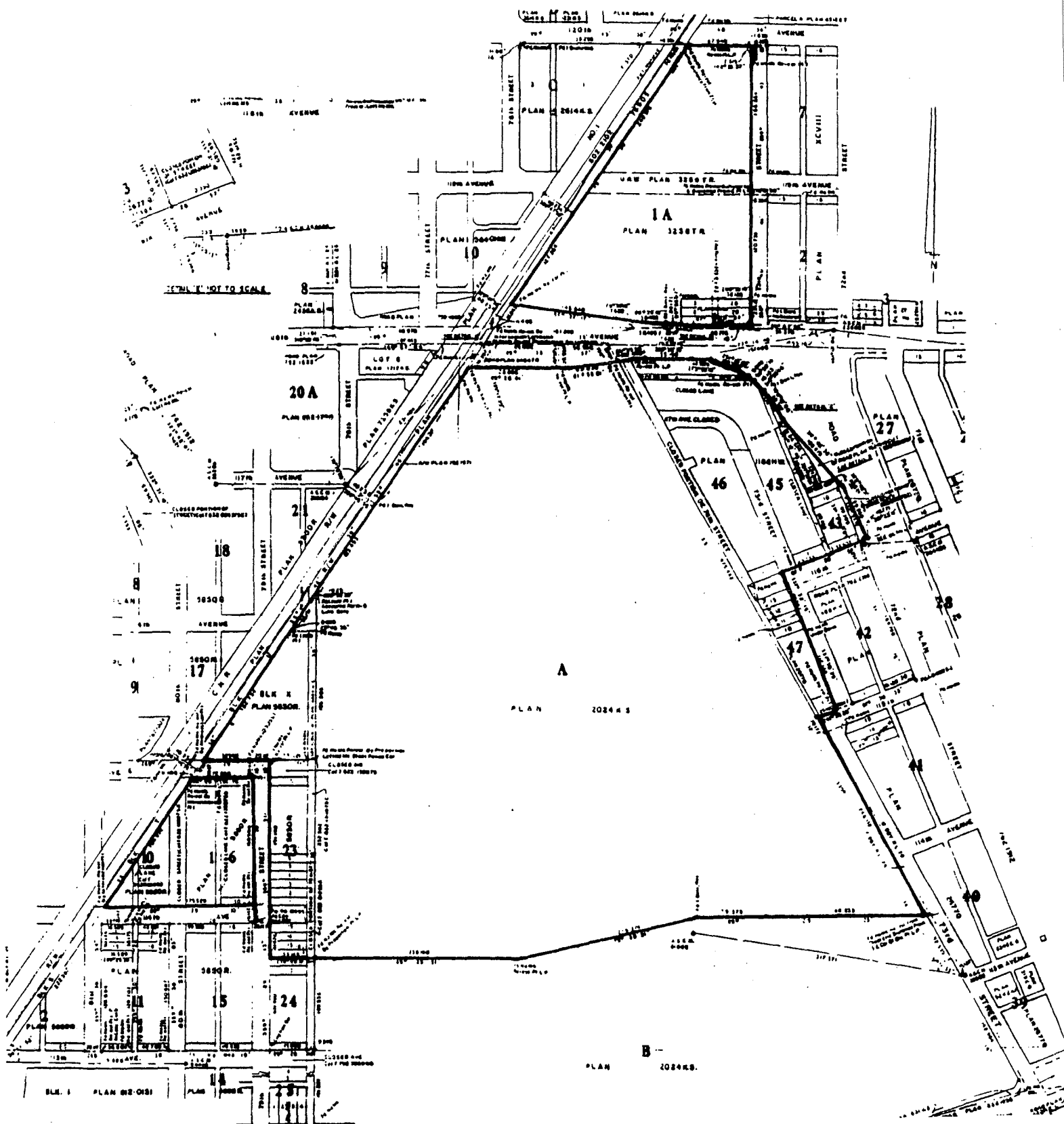
PER:

 President

PER:

 Gen Mgr

NORTHLANDS SITE LEASE  
SCHEDULE A (SECTION 1.01(b))  
EXISTING EXHIBITION GROUNDS



NORTHLANDS SITE LEASE  
SCHEDULE B, (SECTION 1.01 (b))  
DEMISED PREMISES WITHIN EXISTING FENCE LINE

A. Original Grounds

Plan 2024 K.S., Block A, except Borden Park Road Road Plan 3464 T.R., and Block D, Lot 1 and any portion of Block B north of Borden Park Road.

Subject to any Reservation of Mines and Minerals on the Existing Titles

B. Lands on West Side Incorporated in Main Grounds

Plan 5850 R., Block 10, Lots 1 and 7 to 11 S.E. of Block T, and Lots 12 to 16  
Block 16, Lots 1 to 14 and 16 to 30, and lot 15 S.E.  
of Block T  
Block 23, Lots 1 to 15  
Block 24, Lots 11 (N 0.7 metres), 12, 13, 14 and 15.  
Block X

All closed roads and lanes within and adjacent to the above blocks including without limitation:

Plan 5850 R., Block 10, Portion N/S lane lying SE of Block T,  
Certificate of Title #862095503

Plan 5850 R., portion 115 Avenue, Certificate of Title #822130875

Plan 5850 R., portion John (80) Street, Certificate of Title #822130875A

Plan 5850 R., Block 16, all of N/S lane, Certificate of Title #822130875B

Plan 2024 K.S. portion 78 Street, Certificate of Title #822130875C

Plan 5850 R., portion Spruce (114) Avenue, Certificate of Title #792303960

Plan 2024 K.S., portion 78 Street, Certificate of Title #802012668

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C. Lands on East Side Incorporated in Main Grounds

1. Plan 2677 Q, Block 43, Lots 15 and 16 West of Road Plan 762-1912 and  
Lots S 1/2 19 and 20 to 24,  
Block 47, Lots 1 to 10

2. Plan 1272 K.S., Block 43, Lots 17 and 18.

3. Plan 1188 H.W., Block 43, Lot 14 West of Road Plan 762-1912.  
Block 44, Lots 22 and 23 West of Road Plan 762-1912.  
Block 45, Lots 20 to 30 West and South of Road Plan 762-1912 and Lots 1 to 19  
Block 46, Lots 1 to 14  
Block 47, Lots 11 to 13

4. Plan 2330 A.W., Block 44, Lots 17 to 21 West of Road Plan 762-1912
5. All closed roads and lanes within or adjacent to the above blocks including without limitation:

Plan 762 1912, Portion of Capilano Freeway, Certificate of Title 832003375F  
Plan 2330 A.W., Block 44, Portion NW/SE lane, Certificate of Title 822134103  
Plan 2330 A.W., Block 44, Portion NW/SE lane, Certificate of Title 832003375  
Plan 2677 Q., Portion 72 Street, Certificate of Title 832003375E  
Plan 2677 Q., Portion of Todd (73) Street, Certificate of Title 832003375C  
Plan 2677 Q., Block 43, All of NW/SE lane, Certificate of Title 832003375A  
Plan 2677 Q., Portion Chown (116) Avenue, Certificate of Title 822134103D  
Plan 1188 H.W., Block 44, All of NW/SE lane, Certificate of Title 832003375B  
Plan 1188 H.W., Block 45, E/W lane West of Road Plan 762-1912, Certificate of Title 822134103A  
Plan 1188 H.W., Block 46, Portion 74 Street, Certificate of Title 822134103C  
Plan 1188 H.W., Block 47, All of lane, Certificate of Title 822134103F  
Plan 1188 H.W., Unnamed Avenue (117 Avenue), Certificate of Title 822134103B  
Plan 1188 H.W., portion 73 Street, Certificate of Title 832003375D  
Plan 1188 H.W., Portion (116) Avenue, Certificate of Title 822134103E

Subject to any Reservation of Mines and Minerals on the Existing Titles

D. Coliseum Lands

1. Plan 3258 T.R., Block 1A
2. Plan XCVIII, Block 1, Lots 1,2,3,28,29, and 30 and closed portion of N/S lane, excepting Road Plan 1647 T.R.

Subject to any Reservation of Mines and Minerals on the Existing Titles



NORTHLANDS SITE LEASE  
SCHEDULE C (SECTION 1.01 (b))  
LANDS REQUIRED BY CITY IN ARPSA DUE TO CONSTRUCTION OF COLISEUM

Plan 5850 R., Block 24, Lot 9, E 20 feet of 4, 5, and 8, S 4.6 metres of  
Lot 10  
Block 25, Lot 11

Plan 2677 Q., Block 42, Lot N 1/2 17  
Block 41, Lots N 1/2 8 and 9  
Block 40, Lots N 1/2 1, 2 and 26  
Block 39, Lot 10

Plan 2349 E.O., Block 40, Lots 27 and 28

Plan 319 E.O., Block 39, Lot A

Subject to any Reservation of Mines and Minerals on the Existing Titles

NORTHLANDS SITE LEASE  
SCHEDULE D (Section 1.01(b))  
LANDS HELD IN TRUST BY THE CITY

1. Plan 5850 R., Block 11, Lots 4, 6, 8, S 10 feet of 9, 16, 17, 18,19,  
S1/2 22, 23 and 24  
Block 15, Lots 6, N1/2 10, 11, 12, 15, 17, 21, and N1/2 22  
Block 24, Lots N1/2 7 and 8 (except E. 20 ft.)  
Block 25, Lot 10
2. Plan 2677 Q., Block 39, Lots 9 and 11  
Block 40, Lots S1/2 1,3,4,6,13,14,16, N 1/2 17,20,23 and  
24  
Block 41, Lots 6,10,17,18,19,20,21 and 24  
Block 42, Lots 3,7(except SE 7 feet), 8,10, S1/2  
17,18,19,21,22,23,24,26,28,29 and 30
3. Plan 1188 H.W., Block 42, Lots 12 and 13.
4. Plan 4797 H.W., Block 41, Lots 13 and 14
5. Plan 2349 E.O., Block 40, Lot 29
6. Plan 1746 A.J., Block 39, Lot E 1/2 5

Subject to any Reservation of Mines and Minerals on the Existing Titles

NORTHLANDS SITE LEASE  
SCHEDULE E (SECTION 1.01 (b))  
LANDS OWNED BY NORTHLANDS

1. Plan 5850 R., Block 11, Lots 1,2,3,5,7,13,14,15,20,21, N1/2 22,25,26 and  
N 1/2 27  
Block 15, Lots 1,2,3,4,5,7,8,9, S1/2 10 and 25  
Block 24, Lots 1,3,5(except E. 20 ft.), 6, and S1/2 7  
Block 25, Lots 13 and 14
2. Plan 2677 Q., Block 39, Lot 6  
Block 40, Lots 8,12,21 and 22  
Block 41, Lots 1,2,3,4,16,22,25,26,28,29 and 30  
Block 42, Lots 25 and 27
3. Plan 5242 A.P., Block 39, Lot 15
4. Plan 319 E.O., Lot C
5. Plan 1746 A.J., Block 39, Lot W1/2 5

Subject to any Reservation of Mines and Minerals on the Existing Titles