

12. **BINDING EFFECT** - This Agreement shall enure to the benefit of the Landlord and its successors and assigns, and shall be binding upon each of the other Parties hereto, and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year first above written.

THE CADILLAC FAIRVIEW CORPORATION LIMITED
(Landlord)

Per: [Signature]
Authorized Signature

Per: [Signature]
Authorized Signature

I/We have authority to bind the corporation.

STATOIL CANADA LTD.

Per: [Signature]
Authorized Signature
Merete Haggens
VP, Chief of Staff

Per: [Signature]
Authorized Signature
Per Kulseth
Chief Financial Officer

I/We have authority to bind the corporation.

HOMBURG INVEST INC.
(Assignee)

Per: [Signature]
Authorized Signature

Per: _____
Authorized Signature

I/We have authority to bind the corporation.



10. FEE - As further consideration for the Landlord's consent to this Agreement the Assignor covenants and agrees to pay a fee in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) payable as follows:

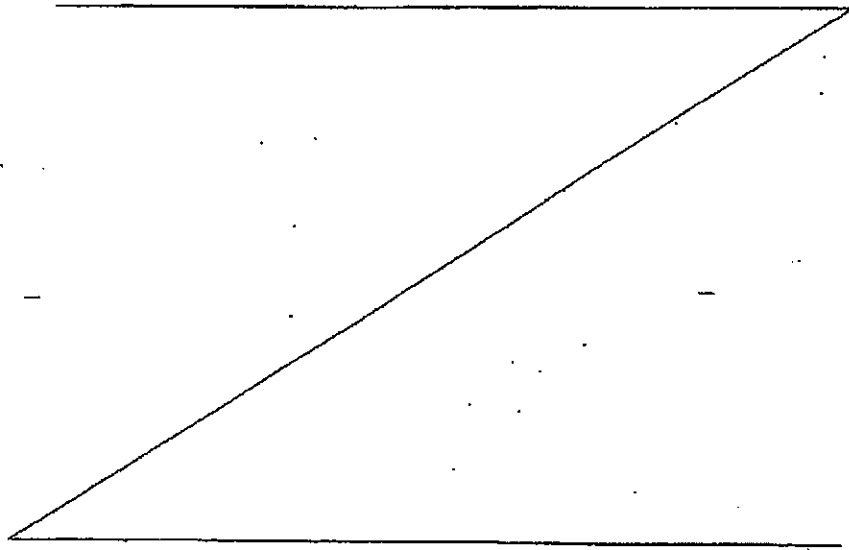
- (a) One Million Dollars (\$1,000,000.00) on or before October 31, 2010 failing which this Agreement shall be null and void;
- (b) Seven Hundred and Fifty Thousand Dollars (\$750,000.00) on or before October 31, 2011; and
- (c) Seven Hundred and Fifty Thousand Dollars (\$750,000.00) on or before October 31, 2012.

In addition, the Assignor agrees that it will indemnify and save harmless both the Landlord and the Assignee from any loss, costs or damages arising out of any failure to pay such fee including all legal fees on a solicitor and own client basis (the "Costs"). The Assignor's obligations to pay such fee will not be affected by any disaffirmance, disclaimer, repudiation, rejection, termination, expiry or unenforceability of the Lease or by any other event or occurrence which would have the effect at law of terminating the obligations of the Assignee or Assignor prior to the termination of the Lease whether pursuant to court proceedings or otherwise. Subject to the cure provisions of Section 11, upon the occurrence of such an event, the full balance of the fee will become immediately due and payable. As well, if there is a failure to pay the installment set out in paragraph 10(b) above, within two (2) business days of notice of such default being delivered to the Assignor, the full balance of the fee will immediately become due and payable.

The Assignee and Assignor acknowledge that the fee is payable as Rent pursuant to the Lease and any failure to pay shall be a default under the Lease and shall permit the Landlord to take all remedies pursuant to the Lease. As well, the Landlord shall not be required to consent to any sublease of the Premises while there is any amount due and owing under this Section 10 which remains unpaid.

The Assignor agrees that any Costs which are not paid upon demand and all fee amounts due shall bear interest at a fluctuating per annum rate equal to the sum of the prime interest rate for Canadian Dollar demand loans announced from time to time by any Canadian chartered bank designated by the Landlord plus five percent until such amounts are paid to the Landlord.

11. ASSIGNOR'S RIGHT TO CURE - If the Landlord intends to terminate the Lease, the Landlord agrees to deliver to the Assignor a copy of the notice of default which the Landlord delivers to the Assignee. The Assignor shall have the same period of time to remedy the default as the Assignee plus an additional five (5) business days and upon the rectification of such default by the Assignor all rights of the Assignor under the Lease and all of the rights of the tenant under the Lease shall be reassigned to the Assignor without the requirement of any further documentation and the Assignee shall surrender up possession of the Premises to the Assignor forthwith. Upon such reassignment the Assignor shall be entitled to all rights, title, estate, interest and benefits arising under the Lease, including without limitation the right to all rents and benefits arising under any subleases of the Premises. All the foregoing shall be without prejudice to all rights and remedies which the Assignor may have against the Assignee in respect of any breach of the Lease by the Assignee or which the Landlord may have against the Assignee or Assignor pursuant to the Lease or this Agreement.



- (c) This consent does not constitute a waiver of the necessity for consent to any further Transfer of the Lease (which for the purpose of this Agreement includes any Change of Control, assignment, subletting, mortgaging or encumbering of the Lease or parting with or sharing possession of all or any part of the Premises) which must be completed in accordance with the terms of the Lease. If the Assignee proposes to effect a further Transfer of the Lease, the terms of the Lease with respect to a Transfer shall apply to any such further Transfer.
- (d) This consent is given upon the express understanding that the Assignor and the Assignee shall hereafter be jointly and severally responsible for and shall save the Landlord harmless and indemnify it from and against all costs including all legal costs incurred by the Landlord in connection with the preparation of this Agreement and any additional documentation related thereto and the Landlord's consent to this assignment.
- (e) By giving its consent pursuant to this Agreement, the Landlord does not hereby acknowledge or approve of any of the terms of this Agreement as between the Assignor and Assignee except for the assignment of the Lease and except for any amendments to the Lease agreed to by all of the Parties hereunder.
- (f) This assignment of the Lease is deemed not to have been delivered to the Assignee by the Assignor until the consent of the Landlord has been evidenced by the execution and delivery of this Agreement by the Landlord to both the Assignor and the Assignee.
- (g) It is understood and agreed that in accordance with the terms of the Lease the Landlord has received only an estimated amount on account of Additional Rent payable under the Lease and the Assignor and the Assignee shall, without duplication but on a joint and several basis, pay to the Landlord in accordance with the terms of the Lease, the amount by which the actual Additional Rent payable pursuant to the Lease as calculated by the Landlord (but subject to the provisions of the Lease) exceeds the estimated Additional Rent received by the Landlord as of the Effective Date.
- (h) The Assignor and the Assignee shall, at their expense, promptly execute such further documentation with respect to the Premises as the Landlord reasonably requires from time to time.
- (i) The Assignee shall not be entitled to enter into and take possession of the Premises until (i) it shall deliver to the Landlord certificates of insurance on the Landlord's standard form, or, if required by the Landlord's Mortgagee, certified copies of each such insurance policy which the Tenant is required to take out pursuant to the Lease, and (ii) it shall deliver evidence to the Landlord that it has obtained all required permits, licenses and approvals from all governmental authorities having jurisdiction for the carrying on by the Assignee of its permitted business in the Premises.
- (j) The Assignee acknowledges and agrees that (i) it is accepting possession of the Premises in an "as is" condition as of the Effective Date, (ii) the Landlord has no responsibility or liability for making any renovations, Alterations or Leasehold Improvements in or to the Premises, and (iii) all further renovations, Alterations or Leasehold Improvements in or to the Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.
8. **LEASE AMENDMENTS** - The Parties hereto acknowledge and agree that as of the Effective Date the Lease is amended as follows:
- (a) that Subsection 8.03(c) of the Lease is hereby deleted and replaced as follows:
- "(c) The net rent (being the face rate as opposed to the net effective rate) payable by the Transferee (exclusive of any rent free periods, fixturing periods, leasehold improvement allowance and other tenant inducements) shall not be less than Fourteen Dollars (\$14.00) per square foot of the Rentable Area of the subleased premises and all additional rent payable by the Transferee shall not be less than the Additional Rent payable by the Tenant under this Lease in respect of such subleased premises as at the effective date of the Transfer."
- (b) that the following subsection is added to Section 8.03:
- "(h) The Tenant shall not be permitted to Transfer any part of the Premises to any existing tenant of the Building or of the building known as Encor Place without the consent of the Landlord, which consent may be unreasonably withheld."
9. **CONFIRMATION** - The Parties hereto do in all other respects hereby confirm that the Lease is in full force and effect, unchanged and unmodified except in accordance with this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

according to the true intent and meaning of this Agreement, free and clear of all liens, mortgages, charges and encumbrances of any kind whatsoever.

(iii) Subject to the payment of Rent and to the observance and performance of the terms, covenants and conditions contained in the Lease on the part of the Tenant therein to be observed and performed, the Assignee may, as of and from the Effective Date, enter into and upon and hold and enjoy the Premises for the residue of the Term granted by the Lease for its own use and benefit without any interruption by the Assignor or by any Person whomsoever claiming through or under the Assignor.

(iv) The Assignor will from time to time hereafter, at the request and cost of the Assignee, promptly execute such further assurances of the Premises as the Assignee reasonably requires.

(b) The Assignor covenants and agrees with the Assignee to fully indemnify and save harmless the Assignee from and against any and all claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis, interest, demands and actions of any nature or kind whatsoever arising from or in connection with, or resulting from any breach by the Assignor, or by those for whom it is responsible in law, of any covenant, proviso, obligation, term or condition of the Assignor contained in the Lease and occurring prior to the Effective Date.

6. ASSIGNEE'S COVENANTS

(a) The Assignee covenants with the Assignor that it will at all times as of and from the Effective Date pay the Rent and observe and perform the terms, covenants and conditions contained in the Lease respectively reserved and contained on the part of the Tenant therein to be observed and performed.

(b) The Assignee hereby covenants and agrees with the Landlord that:

(i) It will at all times as of and from the Effective Date pay the Rent reserved by the Lease and all other payments covenanted to be paid by the Tenant therein at the times and in the manner provided for in the Lease, and will observe and perform all of the terms, covenants and conditions contained in the Lease on the part of the Tenant therein to be observed and performed as and when the same are required to be observed and performed as provided by the Lease;

(ii) it will indemnify and save harmless the Landlord from all actions, suits, costs, losses, charges, demands and expenses for and in respect of any such non-payment or non-observance or non-performance.

The Assignee acknowledges that it has received a copy of the executed Lease and is familiar with the terms, covenants and conditions contained therein.

(c) The Assignee covenants and agrees with the Assignor to fully indemnify and save harmless the Assignor from and against any and all claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis, interest, demands and actions of any nature or kind whatsoever arising from or in connection with, or resulting from any breach of the Lease occurring on or after the Effective Date.

7. LANDLORD'S CONSENT - Subject to the fulfillment of the payment in Section 10(a), the Landlord consents to this assignment of the Lease from the Assignor to the Assignee as of and from the Effective Date upon and subject to the following terms and conditions:

(a) This consent does not in any way derogate from the rights of the Landlord under the Lease nor operate to release the Assignor from its obligation to pay all Rent from time to time becoming due under the Lease and from the non-observance or non-performance of all of the terms, covenants and conditions in the Lease on the part of the Tenant therein to be observed and performed (and the Landlord's rights and remedies arising as a result of any such non-observance or non-performance). Notwithstanding the within assignment (or any disaffirmance or disclaimer of the within assignment), the Assignor shall remain liable during the balance of the Term of the Lease for the observance and performance of all of the terms, covenants and conditions contained in the Lease.

(b) Subject to Section 11, the Assignor releases and waives any and all rights and remedies to which it may be entitled at law, in equity or as Tenant under the Lease including, without limitation, the right to apply for relief from forfeiture or to obtain any reassignment of the Lease.



Production Inc. on January 3, 2008, to form and continue operating as StatoilHydro Canada LTD. (collectively, the "Amalgamation");

- H. By an agreement dated the 16th day of January, 2008 (the "Consent to Amalgamation"), and made between the Landlord, NAOSC, as tenant, and StatoilHydro Canada Ltd., as amalco, the Landlord granted its consent to the Amalgamation in accordance with the terms of the lease.
- I. By a lease amending agreement dated the 17th day of January, 2008 (the "Fifth Amending Agreement") the Landlord and the Assignor agreed: (i) to further expand the premises (the "7th Expansion") to include certain additional premises, located as follows: (a) the area located on the nineteenth (19th) floor of the Building and comprising a Rentable Area of approximately twelve thousand seventy-five (12,075) square feet as shown outlined in heavy black on Schedule "B-8" attached to the Fifth Amending Agreement (the "19th Floor Premises"); (b) the area located on the twentieth (20th) floor of the Building and comprising a Rentable Area of approximately twelve thousand seventy-nine (12,079) square feet as shown outlined in heavy black on Schedule "B-9" attached to the Fifth Amending Agreement (the "20th Floor Premises"); (c) the area located on the twenty-first (21st) floor of the Building and comprising a Rentable Area of approximately twelve thousand seventy-six (12,076) square feet as shown outlined in heavy black on Schedule "B-10" attached to the Fifth Amending Agreement (the "21st Floor Premises"); and (d) the area located on the twenty-second (22nd) floor of the Building and comprising a Rentable Area of approximately eight thousand, eight hundred ninety-eight (8,898) square feet as shown outlined in heavy black on Schedule "B-11" attached to the Fifth Amending Agreement (the "22nd Floor Premises"); and (ii) to otherwise amend the Lease in accordance with the terms and conditions set forth in the Fifth Amending Agreement.

The Lease, as modified by the First Amending Agreement, the Second Amending Agreement, the Consent Agreement, the Third Amending Agreement, the Fourth Amending Agreement, the Consent to Amalgamation and the Fifth Amending Agreement is hereinafter referred to as the "Lease".

- J. On the 1st day of November, 2009 StatoilHydro Canada Ltd. changed its name to Statoil Canada Ltd.
- K. The Landlord, the Assignor and the Assignee have agreed to further amend the Lease in accordance with the terms and conditions hereinafter set forth.
- L. The Assignor has agreed to assign the Lease, as herein amended, to the Assignee and the Landlord has agreed to consent to such assignment subject to the terms and conditions herein set out.

NOW THEREFORE THE PARTIES HERETO AGREE:

1. **CONSIDERATION** - The consideration for this Agreement is the mutual covenants and agreements between the parties to this Agreement (the "Parties") and the sum of Two Dollars (\$2.00) that has been paid by each of the Parties to each of the others, the receipt and sufficiency of which is acknowledged.
2. **RECITALS** - The Parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and fact.
3. **CAPITALIZATION** - All terms capitalized herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Lease.
4. **ASSIGNMENT** - The Assignor hereby transfers, sets over and assigns unto the Assignee as of and from the 1st day of November, 2010 (the "Effective Date"), (i) the Premises, and all privileges and appurtenances thereto belonging, together with the unexpired residue of the Term, and (ii) the Lease, and all benefits and advantages to be derived therefrom. *FEBRUARY, 2011* TO HAVE AND TO HOLD the same unto the Assignee, subject to the payment of Rent as may hereafter become due and payable under the terms of the Lease and the observance and performance of the covenants and conditions of the Tenant contained in the Lease. For the purpose of this Agreement, "Rent" includes Net Rent and Additional Rent payable pursuant to the Lease.
5. **ASSIGNOR'S COVENANTS**
- (a) The Assignor covenants and agrees with the Assignee that:
- (i) Despite any act of the Assignor, the Lease is a good, valid and subsisting Lease and the Rent thereby reserved has been and will be duly paid up to the Effective Date and the covenants and conditions therein contained have been and will be duly observed and performed by the Assignor up to the Effective Date.
- (ii) Subject to the consent of the Landlord, the Assignor has good right, full power and absolute authority to assign the Premises and the Lease in the manner aforesaid,

ASSIGNMENT OF LEASE

THIS AGREEMENT is dated the 6th day of April, 2010

BETWEEN:-

THE CADILLAC FAIRVIEW CORPORATION LIMITED
(the "Landlord")

OF THE FIRST PART

STATOIL CANADA LTD
(the "Assignor")

OF THE SECOND PART

HOMBURG INVEST INC.
(the "Assignee")

OF THE THIRD PART

RECITALS

- A. By a lease dated the 11th day of October, 2005, and made between the Landlord and North American Oil Sands Corporation ("NAOSC") as tenant (the "lease"), the Landlord leased to NAOSC for and during a term of four (4) years and eleven (11) months, from and including the 1st day of November, 2005, to and including the 30th day of September, 2010 (the "Term"), subject to and upon the terms, covenants and conditions contained in the lease, certain premises containing an aggregate Rentable Area of approximately twenty-four thousand, one hundred thirty-four (24,134) square feet, comprised of approximately twelve thousand, sixty-one (12,061) square feet of Rentable Area on the eighth (8th) floor and approximately twelve thousand, seventy-three (12,073) square feet of Rentable Area on the ninth (9th) floor (collectively, the "Original Premises"), of 635 - 8th Avenue S. W. (the "Building"), in the City of Calgary, in the Province of Alberta;
- B. By a lease amending agreement dated the 31st day of May, 2006 (the "First Amending Agreement"), the Landlord and NAOSC, as tenant, agreed to: (i) expand the Original Premises to include certain additional premises located on the seventh (7th) floor of the Building and comprising (a) a Rentable Area of approximately five thousand, seven hundred ninety-one (5,791) square feet (the "First Expansion Premises"), and (b) a Rentable Area of approximately two thousand, four hundred (2,400) square feet (the "Second Expansion Premises"), (ii) amend the Term of the lease to expire on June 30, 2018, and (iii) otherwise amend the lease in accordance with the terms and conditions more particularly set forth in the First Amending Agreement;
- C. By a lease amending agreement dated the 24th day of November, 2006 (the "Second Amending Agreement") the Landlord and NAOSC agreed to: (i) further expand the premises leased by NAOSC to include certain additional premises located on the twelfth (12th) floor of the Building and comprising (a) a Rentable Area of approximately five thousand, one hundred thirty-five (5,135) square feet (the "Third Expansion Premises"), and (b) a Rentable Area of approximately six thousand, nine hundred fifty-two (6,952) square feet (the "Fourth Expansion Premises"), and (ii) to otherwise amend the lease in accordance with the terms and conditions more particularly set forth in the Second Amending Agreement;
- D. By a consent agreement dated the 5th day of September, 2007 (the "Consent Agreement") the Landlord consented to a Change in Control upon the terms and conditions more particularly set forth therein;
- E. By a lease amending agreement dated the 5th day of September, 2007 (the "Third Amending Agreement") the Landlord and NAOSC agreed to: (i) further expand the premises leased by NAOSC to include certain additional premises located on the seventh (7th) floor of the Building and comprising a Rentable Area of approximately three thousand, eight hundred seventy-three (3,873) square feet (the "Fifth Expansion Premises"); and (ii) to otherwise amend the lease in accordance with the terms and conditions as more particularly set forth in the Third Amending Agreement;
- F. By a lease amending agreement dated 17th day of December, 2007 (the "Fourth Amending Agreement") the Landlord and NAOSC agreed: (i) to further expand the premises leased by NAOSC to include certain additional premises located on the seventeenth (17th) floor of the Building and comprising a Rentable Area of approximately twelve thousand, seventy-eight (12,078) square feet (the "17th Floor Premises"), and certain additional premises located on the eighteenth (18th) floor of the Building and comprising a Rentable Area of approximately twelve thousand, seventy-seven (12,077) square feet (the "18th Floor Premises") (collectively the "Sixth Expansion"), and (ii) to otherwise amend the lease in accordance with the terms and conditions as more particularly set forth in the Fourth Amending Agreement;
- G. Pursuant to: (i) a Certificate of Amalgamation dated January 1, 2007, NAOSC and 1229754 Alberta Ltd. amalgamated and continued operating as NAOSC; (ii) a Certificate of Amalgamation dated January 1, 2008, NAOSC amalgamated with Statoil Canada Limited to form Statoil Canada Limited; and (iii) Statoil Canada Limited amalgamated with StatoilHydro Canada Exploration &

