THIS IS EXHIBIT " A "
referred to in the Affidavit of Roo Miller
Sworn before me this 13th day of October A.D.2011

A NOTARY PUBLIC/COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

Simina Ionescu-Mocanu Barrister and Solicitor

OFFICE LEASE

BETWEEN

THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")

- AND -

NORTH AMERICAN OIL SANDS CORPORATION ("Tenant")

635 – 8th Avenue S.W. Calgary, Alberta

635 - 6TH AVENUE S.W.

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THIS LEASE is daled the 11th day of October, 2005.

BETWEEN:

THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")

- and -

NORTH AMERICAN OIL SANDS CORPORATION
("Tenent")

ARTICLE! - PREMISES - TERM AND USE

Section 1.01 Grant and Premises

In consideration of the performance by the Tenant of its obligations under this Lease, the Landord leases the Premises to the Tenant for the Term. The Premises are located on the 8th and 9th floors of the Building and are shown cross-halched in red on the floor plans attached as Schedules 8 and "B-I". The Rentable Area of the Premises is approximately twenty four thousand one hundred thirty four (24,134) square feet (2,242.05 square metres), comprised of approximately twelve thousand sixtyone (12,061) square feet of Rentable Area located on the 8th floor (the "8th Floor Premises") and approximately twelve thousand saventy-three (12,073) square feet of Rentable Area located on the 9th floor Premises").

Section 1.02 Term

The Term of this Lesse is 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.

Section 1.03 Construction of Premises

The Tenant shall abide by the provisions of this Lease and the tenant leasehold improvement manual supplied by the Landlord for any construction it proposes to do prior to or upon occupancy of the Premises, and any renovations to the Premises after it takes occupancy. The Tenant agrees to accept the Premises in their current "as is" condition, subject to any Landlord's work expressly set out in this Lease.

Section 1.04 Use and Conduct of Business

The Premises shell be used only for conducting the business of general office use and for no other purpose. The Tenant shall conduct its business in the Premises in a reputable and first dass manner, and in no event will the Premises be used for any purpose which is inconsistent with the image and quality of the Building or which could result in exceptional demends being placed upon any of the systems or common areas of the Building, as determined by the Landlord.

ARTICLE II - RENT

Section 2.01 Covenant to Pay

- (a) Except as otherwise expressly provided in this Lease, the Tenant shall pay Rent from the Commencement Date without prior demand and without any deduction, abatement, setoff or compensation. If the Commencement Date is not on the first day of a calendar month, or the period of time from the Commencement Date to the end of the first Fiscal Year during the Term, is less than 12 calendar months, or the period of time from the tast Fiscal Year end during the Term to the end of the Term is less than 12 calendar months, than Rent for such month and such periods shall be pre-rated on a part diem basis, based upon a period of 365 days.
- (b) The Tenant will deliver to the Landford on each Fiscal Year and throughout the Term, a series of monthly post-dated chaques for the next ensuing twelve month period, for the total of the monthly payments of Net Rent and any Additional Rent estimated by the Landford in advance.

Section 2.02 Net Rent

The Tenant shall pay Net Reni as follows:

(i) during the period from and including November 1, 2005 to and including August 31, 2007, the sum of THREE HUNDRED NINETY TWO THOUSAND ONE HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY CENTS (\$392,177.50) per annum payable in equal consecutive monthly installments of THRTY TWO THOUSAND SIX

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HUNDRED EIGHTY ONE DOLLARS AND FORTY-SIX CENTS (\$32,81.46) each in advance on the first day of each calendar month during the aicasald period, based on an annual rate of SIXTEEN DOLLARS AND TWENTY-FIVE CENTS (\$16.26) per square fool of the Rentable Area of the Premises; and

(ii) during the period from and including September 1, 2007 to aid including September 30, 2010, the sum of FIVE HUNDRED SIX THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS (\$506,814.00) per annum payable in equal consequeive monthly installments of FORTY TWO THOUSAND TWO HUNDRED HIRTY FOUR DOLLARS AND FIFTY CENTS (\$42,234.50) each in advance on the first day of each calendar month of the aforesaid period, based on an annual rate of WENTY ONE DOLLARS (\$21.00) per square foot of the Rentable Area of the Premises.

As soon as reasonably possible after completion of construction of the Premises, the landford shall measure the Net Rentable Area of the Premises and shall calculate the Rentable Area of the Premises and Rent shall be adjusted accordingly, it

Section 2.03 Payment of Operating Costs

The Tenant shall pay to the Landford the Tenant's Proportionale Share of Operating Costs,

Section 2.04 Payment of Taxes

- (a) The Tenant shall pay when due all Business Tax. If the Tenant's Business Tax is expable by the Landlord to the relevant taxing authority, the Tenant shall pay the amount thereof to the Landlord or as it directs. If no separate tax bills for Business Tax are issued with respect to the Tenant or the Pramises, the Landlord may allocate Business Tax are issued with respect to the Tenant or the Building or the Lands to the Tenant on the basis of the Tenant's Proportionate Shar. If Business Taxes are allminated by the Province or city in which the Building is located, and Taxes are increased, the Tenant will pay an equitable share of Taxes attributable to the Premises to the extent (and only to the extent) that Taxes' attributable to the Premises are increased as a consequence of the elimination of Business Taxes.
- (b) The Landlord shall allocate Taxes between the Total Rentable Area of the Building and other components of the Building on such basis as the Landlord, acting equitably, determines from time to time.
- (c) The Tenant shell promptly pay to the Landford or the relevant taxing authority, as the Landford may direct, not later than the due date thereof, its Proportionate Share of the Taxes allocated to the Total Rentable Area of the Building by the Landford.
- (d) If the Landlord obtains a written statement from the assessment or taxing authorities indicating that as a result of any construction or installation of improvements in the Premises, or any act or election of the Tenant, the Takes payable by the Tenant under subsection 2.94(c) do not accurately reflect the Tenant's proper share of Taxes, the Landlord may require the Tenant to pay such revised amount as is determined by the Landlord, acting reasonably.
- (e) The Landlord may: contest any Taxes and appeal any assessments with respect thereto; withdraw any such contest or appeal; and agree with the taxing authorities on any settlement or compromise with respect to Taxes. The Tenant wit co-operate with the Landlord in respect of any such contest or appeal and will provide the Landlord with all retevant information, documents and consents required by the Landlord in connection with any such contest or appeal. The Tenant will not contest any Taxes or appeal any assessments related thereto without the Landlord's prior written consent.
- (i) The Tenant shall promptly deliver to the Lanctord on request, copies of assessment notices, tax bills and other documents received by the Tenant relating to Taxes and Business Tax and receipts for payment of Taxes and Business Tax payable by the Tenant.
- (g) The Tenant shall on demand, pay to the Landlord or to the appropriate taxing authority if required by the Landlord, all goods and services taxes, sales taxes, value added taxes, business transfer taxes, or any other taxes imposed on the Landlord with respect to Rent or in respect of the rentation of space under this Lease, whether characterized as a goods and services tax, sales tax, value added tax, business transfer taxior otherwise. The Landlord shall have the same remedies and rights with respect to the payment or recovery of such taxes as it has for the payment or recovery of Rent under this Lease.

Section 2.03 Payment of Estimated Takes and Operating Costs

(a) The amount of Taxes and Operating Costs may be estimated by the Landford for such period as the Landford determines from lime to time, and the Tenant agrees to pay to the Landford the amounts so estimated in equal instalments, in advance, on the first day of each month during such period. Notwithstanding the foregoing, when bills for all or any portion of the amounts so estimated are received, the Landford may bill the Tenant for the Tenant's Proportionale Share thereof (or the amount determined under Section 2.04(d)) after crediting against such amounts



any monthly payments of estimated Taxes and Operating Costs previously madeby the Tenant and the Tenant shall pay the Laridtord the amounts so billed.

- (b) Within a reasonable time after the end of the period for which such estimated payments have been made, the Landlord shell submit to the Tenant a statement showing the calculation of the Tenant's share of Taxes and Operating Costs together with a report from the Laddord's auditor as to the total amount of Operating Costs. If:
 - the amount the Tenent fias paid is less than the amounts due, the Tenentshall pay such deficiency to the Lendlord; or
 - (ii) the amount paid by the Tenant is greater than the amounts due, the Landord shall pay such excess to the Tenant.

The obligations contained in this subsection shall survive the expiration or earlier terminates of the Term. Failure of the Landlord to render any statement of Texes or Operating Costs shall not prejudice the Landlord's right to render such statement thereafter or with respect to any other period. The rendering of any such statement shall also not affect the Landlord's right to subsequently render as amended or corrected statement.

- Section 2.05 Additional Rent

Except as otherwise provided in this Lease, all Additional Rent shall be payable by the Tenant to the Landlord within 5 business days after demand.

Section 2.07 Rent Past Due

All rants past due shall bear interest from the date on which the same became due until the date of payment at 5% per annum in excess of the minimum interest rate for commercial demandians charged by any Canadian chartered bank designated by the Landlord.

Section 2.08 Utilities:

- (a) The Tenent shall pay to the Landlord, or as the Landlord directs, all gas, electricity water, steam and other utility charges applicable to the Premises on the basis of the Rentable Area of the Premises. Charges for utilities shall be payable in advance on the first day of each month at a basic rate determined by the Landlord's engineers. The Landlord's shall be entitled to allocate to the Premises an additional charge, as determined by the Landlord's engineer, for any supply of utilities to the Premises in except of those covered by such basic charge. If any utility rates or related taxes or charges are increased or decreased during the Term, such charges shall be equitably adjusted and the decision of the Landlord, acting reasonably, shall be find and binding with respect to any such adjustment.
- (b) The Landlord shall have the exclusive right to replace bulbs, tubes and beliests in the lighting system in the Premises, on either an individual one group basis. The Tenant shall pay the cost of such replacement on the first day of each month or at the option of the Landlord upon demand.
- (c) The Tenant shall pay the cost of installing, inspecting, verifying, maintaining and repairing any meters or metering system installed at the request of the Landlord or the Tenant to measure the usage of utilities in the Premises. Where a base building metering system has been installed in the Building, the Landlord will provide, at the Tenant's expense, all necessary components and programming to connect the Premises to the Landlord's metering system.

Section 2.09 Adjustment of Areas

The Landlord may from time to time re-measure the Net Rentable Area of the Premises or re-calculate the Rentable Area of the Premises and may re-adjust the Net Rent and/or the Tenant's Proportionate Share of Additional Rent accordingly. The effective date of any such re-adjustment shall:

- (a) in the case of an adjustment to the Rentable Area resulting from a change in the aggregate Net Rentable Area of all office premises on the floor on which the Premises are situated, be the date on which such change occurred; and,
- (b) In the case of a correction to any measurement or calculation error, be the date as of which such error was introduced in the calculation of Rent.

Section 2.10 Net Lease

This lease is a completely net lease to the Landlord, except as expressly herein set out. The Landlord is not responsible for any expenses or outlays of any nature arising from or relating to the Premises, or the use or occupancy thereof, or the contents thereof or the business carried on therein. The Tenant shall pay all charges, imposlitions and outlays of every nature and kind relating to the Premises except as expressly herein set out.

Section 2.11 Deposit

The Landford hereby acknowledges receipt of the Tenant's deposit cheque in the sum of CHE HUNDRED THIRTY FOUR THOUSAND EIGHT HÜNDRED EIGHTEEN DOLLARS AND NINETY-THREE CENTS (\$134,818.93), inclusive of GST, which will be applied without interest against the first and last month's Rent due under this Lease.

Section 2.12 Electronic Funds Transfér

At the Landlord's request, the Tenant will participate in an electronic funds transfer ("EFT") system or similar system whereby the Tenant will authorize its bank, trust company, credit union ordher financial institution to credit the Landlord's bank account each month in an amount equal to the let Rent and Additional Rent payable on a monthly ordis pursuant to the provisions of this Lease.

ARTICLE III - CONTROL OF BUILDING

Section 3.01 Landlord's Services

- (a) The Landlord shall provide climate control to the Premises during Normal Business Hours to maintain a temperature adequate for normal occupancy, except during the making of repairs, afterations or improvements, provided that the Landlord shall have no liability for fature to supply climate control service when slopped as aforesald or when prevented from doing soly repairs, or causes beyond the Landlord's reasonable control. Any rebalancing of the climate control system in the Premises necessitated by the installation of partitions, equipment or lixtures by the Tenant or by any use of the Premises not in accordance with the design standards of such system will be performed by like Landford at the Tenant's expense.
- (b) Subject to the Rules and Regulations, the Landlord shall provide elevator service during Normal Business Hours for use by the Tanant in common with others, except when prevented by repairs. The Landlord will operate at least one passenger elevator for use by lenants at all lines.
- (c) The Landlord will provide cleaning services in the Building consistent with the standards of a first class office building.
- (d) Subject to Section 2.08, the Landord shall make available to the Premises electricly for normal lighting and miscellaneous power requirements and, in normal quantities gas, water, and other public utilities generally made available to other tenants of the Bullding by the Landord.

Section 3.02 Alterations by Landlord

The Landlord may:

- alter, add to, subtract from, construct improvements to, rearrange, build additional streys on and construct additional facilities adjoining or near the Building;
- (b) relocate the facilities and improvements comprising the Building or erected on the Lands, or relocate or after the Premises, in which case the Landford will provide the Tenant with not tess than 90 days prior written notice. Such notice will contain a floor plan showing the location of the relocated or altered premises (the "Relocated Premises") which will contain substantially the same Rentable Area as the Premises. The Landford will provide teasehold improvements in the Relocated Premises at its sole tost and expense, of a quality substantially equal to those in the Premises, on or before the date of relocation and the Tenant will provide vacant possession of the Premises on the relocation date set out in the notice;
- (c) do such things on, or in the Lands or Building as required to comply with any laws, by-faws, regulations, orders or directives affecting the Lands or any part of the Building; and
- (d) do such other things on or in the Lands or Building as the Landlord, in the use of good business judgment determines to be advisable;

provided that notwithstanding anything contained in this Section, access to the Premises shall at all times be available from the elevator tobules of the Building.

The Landlord shall not be in breach of its covenant for quiet enjoyment or liable for any loss, costs or damages, whether direct or indirect, inclined by the Tenant due to any of the foregoing.

Section 3.03 Risar Rooms

The parties understand that the Building contains one or more rooms where the fibre optic and talephone equipment for the Building is situated thereinafter reterred to as the "Riser Rooms") and the Tanant agrees that all Riser Rooms shall be for the sole and exclusive use of the Landlord. The Tenant shall not use the equipment contained in the Riser Rooms, install, or instruct the installation of any additional equipment, whether telephone equipment, fiore optic equipment or otherwise, without first obtaining the Landlord's written consent to same, which consent may be unreasonably withheld or granted upon the



imposition of any terms which the Landlord deems fit, including the payment of an additional fee, the amount of which shell be established at the sole discretion of the Landlord.

Section 3.04 Telecommunication Service Providers

The Tenant may utilize a lelecommunication service provider of its choice upon prior writismotice to the Landlord, subject to the provisions of this Lease including but not limited to the following:

- (a) the service provider shall execute and deliver the Landlord's standard form of licase agreement which shall include a provision for the Landlord to receive companisation for the use of the space for the service provider's equipment and materials;
- . (b) the Landlord shall incur no expense or liability whatsoever with respect to any espect of the provision of telecommunication services, including without limitation, the cost of installation, service, materials, repairs, maintenance, interruption or loss of telecommunication service; and
- (c) the Landlord must first reasonably determine that there is sufficient space in its risers of the Building for the installation of the service provider's equipment and materials; and
- (d) the Tenant shall indemnify and hold harmless the Landford for all losses, claims, dermands, expenses and judgments against the Landford caused by or arising out of, either directly or indirectly, any acts or omissions by the service provider or the Tenant or those for from they are responsible at law.

The Tenant shall be responsible for the costs associated with the supply and installation of telephone, computer and other communication equipment and systems and related wiring within the femises to the boundary of the Premises for hook up or other integration with telephone and other communication equipment and systems of a telephone or other communication service provider, which equipment and systems of the service provider are located or are to be located in the Building pursuant to be Landford's standard form of these agreement.

The Landlord shall supply space in risers in the Building and space on floor(s) of the Building in which the Premises are located, the location of which shall be designated by the Landlord in its discretion, to telecommunication service providers who have entered into the Landlord's standard time of license agreement for the purpose, without any cost or expense to Landlord therefor, of permitting installiation in such risers and on such floor(s) of telephone and other communication services and systems (including date cable patch panels) to the Premises at a point designated by the Landlord.

The Landlord shall have the right to assume control of cables and other telecommunication equipment in the Building and may designate them as part of the common areas.

ARTICLE IV - ACCESS AND ENTRY

Section 4.01 Right of Examination

The Landlord shall be entitled at all reasonable times (and at any time in case of emergency) to enter the Premises to examine them; to make such repairs, alterations or improvements in the Premises as the Landlord considers necessary or destrable; to have access to underfloor ducts and access panels to mechanical shafts; to check, calibrate, adjust and balance controls and other parts of the heating systems; and for any other purpose nacessary to enable the Landlord to perform its obligations or exercise its rights under this Lease. The Tenant shall not obstruct any pipes, conduits or mechanical or electrical adjulpment so as to prevent reasonable access thereto. The Lendlord shall exercise its rights under this Section, to the extent possible in the circumstances, in such manner so as to minimize interference with the Tenant's use and enjoyment of the Premises.

Section 4.02 Right to Show Premises

The Landlord and its agents have the right to enter the Premises at all reasonable times during Normal Business Hours to show them to prospective purchasers, or Mortgagees or prospective Mortgagees, and, during the last six months of the Term (or the last six months of any renewal term if his Lease is renewal), to prospective tenants.

Section 4.03 Entry not Forfeiture

No entry into the Premises or anything done therein by the Landlord pursuant to a right granted by this Lease shall constitute a breach of any obvenant for quiet enjoyment, or (except where expressed by the Landlord in writing) shall constitute a re-entry or forfeiture, or an actual or constructive eviction. The Tenant shall have no claim for injury, damages or loss suffered as a result of any such entry or fining, except in the case of willful misconduct by the Landlord in the course of such entry, but the Landlord shall in no event be responsible for the acts or negligence of any Persons providing cleaning services in the Suilding.



ARTICLE V - MAINTENANCE, REPAIRS AND ALTERATIONS

Section 5.01 Maintenance By Landlord

- (a) The Landlard covenants to keep the following in good repair as a prodent owner:
 - (i) the structure of the Building including exterior walls and roofs:
 - (ii) the mechanical, electrical and other base building systems; and
 - (iii) the entrance, lobbias, plazas, statiways, comidors, parking areas and other scilities from time to time provided for use in common by the Tenant and other tenants of the Building.

 If such maintenance or repairs are required by law due to the business carried only the Tenant, then the full cost of such maintenance and repairs plus a sum equal to 15% of such cost representing the Landlord's overfield, shall be paid by the Tenant to the Landlord.

- (b) The Lendlord shall not be responsible for any damages caused to the Tenant by reson of failure of any equipment or facilities serving the Building or delays in the performance of any work for which the Landlord is responsible under this Lesse. The Landlord shall have the right to stop, interrupt or reduce any services, systems or utilities provided to, or serving the Building or Premises to perform repairs, alterations or maintenance or to comply with laws or regulations, or binding requirements of its insurers, or for causes beyond the Landlord's reasonable control or es a result of the Landlord exercising its rights under Section 3.02. The Landlord shall not be in breach of its covenant for quiet enjoyment or liable for any loss, costs or damages, whether direct or indirect, incurred by the Tenant due to any of the foregoing, but the Landlord shall make reasonable efforts to restore the services, utilities or systems so stopped, interrupted or reduced.
- (c) If the Tenant falls to carry out any maintenance, repairs or work required to be carried out by it under this Lease to the reasonable satisfaction of the Landlord, the Landlord may at its option carry out such maintenance of repairs without any liability for any resulting damage to the Tenant's property or business. The cost of such work, plus a sum equal to 15% of such cost representing the Landlord's overneed, shall be paid by the Tenant to the Landlord.

Section 5.02 Maintenance by Tenant; Compliance with Laws

- (a) The Tenant shall at its sole cost repair and maintain the Premises exclusive of base building mechanical and electrical systems, all to a standard consistent with a first class once building, with the exception only of those (epairs which are the obligation of the Landford under this Lease, subject to Article VII. The Landford may enter the Premises at all reasonable times to view their condition and the Tenant shall instintain and keep the Premises in good and substantial repair according to notice in writing. At the expiration or earlier termination of the Term, the Tenant shall surrender the Premises to the Landford in as good condition and repair as the Tenant is required to maintain the Premises throughout the Term.
- (b) The Tenant shall, at its own expense, promptly compty with all laws, by-laws, government orders and with all reasonable requirements or directives of the Landlord's insurers effecting the Premises or their use, repoir or alteration.

Section 5.03 Approval of Fanant's Allerations

- (a) No Atterations shall be made to the Premises without the Landlord's written approval. The Tenant shall submit to the Landlord details of the proposed work including drawings and specifications prepared by qualified architects or engineers conforming to good engineering practice. All such Allerations shall be performed:
 - (i) at the sole cost of the Tenant;
 - (ii) by contractors and workman approved by the Landford;
 - (iii) in a good and workmanlike manner;
 - (iv) in accordance with drawings and specifications approved by the Landlord:
 - (v) in accordance will all applicable logal and insurance requirements;
 - (vi) subject to the reasonable regulations, supervision, control and inspection of the Landlord: and
 - (vii) subject to such indomnification against liens and expenses as the Landlord reasonably

The Landlord's reasonable cost of supervising all such work shall be paid by the Tenant.



- (b) If the Alterations would affect the structure of the Building or any of the electrical, plumbing, mechanical, heating, ventilating or air conditioning systems or other base building systems, such work shall at the option of the Landlord be performed by the Landlord at the Territ's COSI. On completion of such work, the cost of the work plus a sum equal to 15% of said collections in Landlord's overhead shall be paid to the Landlord.
- (c) If the Tenant instalis Leasehold Improvements, or makes Alterations which exact from the Building stendard and which restrict access by the Landlord to any Building system, or which restricts the installation of the leasehold improvements of any other tenant in the building, then the Tenant shall be responsible for all costs incurred by the Landlord in obtaining scess to such Building system, or in Installing such other tenant's leasehold improvements.

Section 5.04 Repair Where Tenant at Fault

Notwillistanding any other provisions of his Lease but subject to Section 6.07, if the Bullding is damaged or destroyed or requires repair, replacement or alteration as a result of the act or omission of the Tenant, its employees, agents, invitees, licensees, contractors or others for whom it is in law responsible, the cost of the resulting repairs, replacements of alterations plus a sum equal to 15% of such cost representing the Landford's overhead, shall be paid by the Tenant to the Landford.

Section 5.05 Removal of Improvements and Fixtures

All Leasehold Improvements (other than Trade Fixtures) shall immediately upon their placement become the Landford's property without compensation to the Tenant. Except as otherwise agreed by the Landford in writing, no Leasehold improvements shall be removed from the Premises by the Tenant either during or at the explry or sooner termination of the Term except that:

- (a) the Tenant may, during the Term, in the usual course of its business, remove its Tiede Fixtures.

 provided that the Tenant is not in default under this Lease
- (b) The Tenant shall, at the expiration of cartier termination of the Term, at its sole cost, remove its Trade Fixtures in the Premises | falling which, at the option of the Landlord, the Trade Fixtures shall become the property of the Landlord and may be removed from the Premise and sold or disposed of by the Landlord in such manner as it deems advisable:
- (c) The Tenant shall, at the expiration or sartier termination of the Term, at its sole cost, either remove such of the Leasehold Improvements in the Premises as the Landlord-shall require to be removed, and restore the Premises to the Landlord's then current base Building standard to the extent required by the Landlord or at the Landlord's option, pay to the Landlord the estimated cost of such removal and restoration as determined by the Architect, acting reasonably. In the event the Landlord elects that the Tenant shall perform the required work, then (i) the Tenant shall submit detailed demolition drawings to the Landlord for its prior approval, and such work shall be completed under the supervision of the Landlord, (ii) the Tenant shall, at its expense, repair any damage caused to the Building by such removal, and (iii) if the Tenant fails to complete such work on or before the expiry of the Tenant shall pay compensation to the Landlord for each day following such expiry until the completion of such work, at a rate equal to twice, the per diem Rent payable during the last month preceding the expiry of the Term, which sum is agreed by the partles to be a reasonable estimate of the damages suffered by the Landlord for the loss of use of the Premises; and
- (d) the Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, and at the Landlord's option: (i) remove all wiring, cables, and other telecommunications installations installed by the Tenant in the rises of the Building or elsewhere in the Building (the Wiring") or (ii) pay to the Landlord the estimated cost of removal of the Wiring as determined by the Architect acting reasonably. In the event, the Landlord elects that the Tenant shall perform the required work, it shall be completed under the supervision of the Landlord, and the Tenant shall at its expense, repair any damage caused by such removal;

Section 5.06 Liens

The Tenant shall promptly pay for all materials supplied and work done in respect of the Premises so as to ensure that no lien is registered against any portion of the Lands or Building or against the Landford's or Tenant's interest therein. If a lien is tegistered or filed, the Tenant shall discharge or variet it at its expense forthwith, failing which-the Landford may at its option discharge, vacate or otherwise release the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all expenses of the Landford including legal fees (on a solicitor and client basis) shall be paid by the Tenant to the Landford.

Section 5.67 Notice by Tanant

The Tenant shall notify the Landlord of any accident, defect, damage or deficiency in any part of the Premises or the Bullding, which comes to the attention of the Tenant, its employees or contractors notwithstanding that the Landlord may have no obligation in respect thereof.



ARTICLE VI - INSURANCE AND INDEMNITY

Section 6.01, Tenant's insurance

- (a) The Tenant shall maintain the following insurance throughout the Term at its sole cost:
 - (i) "All Risks" (Including flood and earthquake) property, insurance with reasonable deductibles, naming the Landlord, the owners of the Lands and Building and the Morigagee as insured parties, as their interests may appear, containing a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord and against those for whom the Landlord is in law responsible, and (except with respect to the Tenant's chattets) incolorating the Morigagee's standard mortgage clause. Such insurance shall insure:
 - (1) properly of every kind owned by the Tenant or for which the Tenant is legally liable located on or in the Building including, without limitalism, Leasehold improvements, in an amount not less than 90% of the full replacement cost thereof, subject to a stated amount co-insurance clause; and
 - (2) extra expense insurance in such amount as will reimburse the renant for loss attributable to all perils referred to in this paragraph 6.01(e)(i) or resulting from prevention of access to the Premises.
 - (ii) Comprehensive general flability insurance which includes the following coverage: owners and contractors protective; personal injury; occurrence property damage; and employers and blanket contractual flability. Such policies shall contain inclusive limits of not less than \$5,000,000, provide for cross liability, and name the Landford as an insured.
 - (iii) Tenant's "all risks" legal liability insurance for the replacement cost value of the Premises:
 - (iv) Automobile liability insurance on a non-owned form including contractual liability, and on an owner's form covering all illensed vehicles operated by or on behalf of the Tenant, which insurance shall have inclusive limits of not less than \$1,000,000; and
 - (v) Any other form of insurance which the Tenant or the Landlord, acting reasonably, or the Moitgagee requires from time to time in form, in amounts and for risks against which a prudent tenant would insure.
- (b) All policies referred to in this Section 6.01 shall:
 - (i) be taken out with insurer's reasonably acceptable to the Landlord:
 - (ii) be in a form reasonably satisfactory to the Landlord;
 - (iii) be non-contributing with and shall apply only as primary and not as excess to any other insurance available to the Landlord;
 - (iv) not be invalidated as respects the interests of the Landlord or the Mortgageeby reason of any breach of or violation of any warranty, representation, declaration or condition; and
 - contain an undertaking by the insurers to notify the Laridkord by registered mail not less than 30 days prior to any material change, cancellation or termination.

Certificates of insurance on life Landford's standard form or other proof of insurance as reasonably required by the Landford, shall be defivered to the Landford prior to the Commencement Date and from time to time, forthwith upon request. If the Tenant fails to take out or to keep in force any insurance referred to in this Section 6.01 or should any such insurance not be approved by either the Landford or the Mortgagee and should the Tenant not commence to diligently rectify (and thereafter proceed to diligently rectify) the situation within 48 hours after written notice by the Landford to the Tenant (stating, if the Landford or the Mortgagee, from time to time; does not approve of such insurance, the reasons therefor) the Landford has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Tenant and all outlays by the Landford shall be paid by the Tenant to the Landford without prajudice to any other rights or remedies of the Landford under this Leese.

Section 6.02 Increase in Insurance Premiums

The Tenant shall not keep or use in the Premises any article which may be prohibited by any fire insurance policy in force from time to time covering the Premises or the Building. If:

- (a) the conduct of business in, or use or manner of use of the Premises; or
- (b) any acts or emissions of the Tenant in the Building or any part thereof;



causes or results in any increase in premiums for any insurance carried by the Landled with respect to the Building, the Tenant shall pay any such increase in premiums.

In determining whether increased premiums are caused by or result from the use or occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Building showing the various components of such rate, shall be conductive evidence of the Items and charges which make up such rate.

Saction 6.03 Cancellation of Insurance

If any insurer under any insurance policy covering any part of the Building or any occupant thereof cancels or fireatens to cancel its insurance policy or reduces or threatens to reduce coverge under such policy by reason of the use of the Fremises by the Tenant or by any assignee or subjected the Tenant or by anyone permitted by the Tenant to be upon the Premises, the Tenant shall remedy such condition within 48 hours after notice thereof by the Landlord.

Section 6.04 Loss or Damage

The Landlord shall not be liable for any death or injury arising from or out of any occurrents in, upon, at, or relating to the Lands or Building or Idamage to property of the Tenant or of others located on the Premises or elsawhere in the Building! nor shall it be responsible for any loss of or tanage to any property of the Tenant or others from any cause, whether or not any such death, injury, loss or damage results from the negligence of the Landlord, its agents, employees, contractors, or others for whom it may, in law, be responsible. Without limiting the generality of the foragoing, the Landlord shall not be liable for any injury or damage to Persons or property resulting from interruption of utilities or services including but not limited to telecommunications services, or resulting from fire, explosion, talling plaster, falling calling lite, falling fixtures, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Premises or from the pipas, sprinklers, appliances, plumbing works, roof, windows or substurface of any floor or celling of the Building or from the street or any other place or by dampness or by any other cause whateover. The Landlord shall into be liable for any such damage caused by other tenants or Persons on the Lands or in the Building or by occupants of adjacent property finerett, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Tenant kept or stored on the Premises shall be so kepter stored at the risk of the Tenant only and the Tenant kept or stored on the Premises shall be so kepter stored at the risk of the Tenant only and the Tenant releases and egrees to indemnify the Landlord and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by the Tenant's insurers.

Section 6.05 Landlord's Insurance

The Landlord shall throughout the Termi carry: (a) insurance on the Building (excluding the foundations and excavations) and the machinery, bollers and equipment in or servicing the Building and wined by the Landlord or the owners of the Building (excluding any property which the Tenant and other tenants are obliged to insure under Section 6.01 or similar sections of their respective leases) against damage by fire and extended perils coverage; (b) public liability and property damage insurance with respect to the Landlord's operations in the Building; and (c) such other form or forms of insurance as the Landlord or the Mortgagee reasonably considers advisable. Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a reasonably similar building, having regard to size, age and location. Notwithstanding the Landlord's covenant in this Section and notwithstanding any contribution by the Tenant to the cost of the Landlord's insurance premiums, the Tenant acknowledges and agrees that: (a) subject to Section 6.07, the Tenant is not releved of any liability arising from or contributed to by its negligence or its within equipment in the Landlord; and (c) the Tenant has no right to receive any proceeds of any insurance policies carried by the Landlord; and (c) the

Section 6.05 Indemnification of the Landlord

Notwithstanding any other provision of this Lease, the Tenant shall Indemnify the Landlord and save it harmless from all loss (including loss of Net Rent and Additional Rent) claims, actions, damages, tlability and expense in connection with loss of tile, personal injury, damage to property or any other loss or injury whatsoever arising out of this Lease, or any occurrence in, upon or at the Premises, or the occupancy or use by the Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Premises by the Tenant. If the Landlord shall, without fault on its part, be made elparty to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and ripid the Landlord harmless in connection with such litigation. The Landlord may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Tenant is required to indemnify the Landlord may require this Lease. Alternatively, the flandlord may require the Tenant to assume carriage of and responsibility for all or any part of such litigation or discussions.

Section 6.07 Release By the Landlord

Despite any other section or clause of finis Lease (except the last sentence of this Section 6.07), the Tenent is not responsible for any part, in excess of \$5,000,000.00, or the amount of liability insurance coverage available to the Tenent, whichever is the greater, of any loss or damage to properly of the Landlord that is located in, or is part of the Building and Lands caused by any of the perils for which the Landlord is required under Section 6.05 to maintain insurance. This release applies whether or not the loss or damage arises from the negligence of the Tenant. This release does not apply, however, to damage arising from the wilful or grosslyinegilgent acts of the Tenant.



ARTICLE VII - DAMAGE AND DESTRUCTION

Section 7.01 No Abstement

If the Premises or Building are damaged or destroyed in whole or in part by fire or any dier occurrence, this Lease shall continue in full force and effect and there shall be no abetement of Rent except as provided in this Article VII.

Section 7.02 Damage to Premises

If the Premises are at any time desizoyed or damaged as a result of fire or any other caselty required to be insured against by the Landlord under this Lease or otherwise insured against by the Landlord and not caused or contributed to by the Tanant, then the following provisions shall apply:

- (a) if the Premises are rendered unterantable only in part, the Landlord shall diligally repair the Premises to the extent only of its obligations under Section 5.01 and Net Reit shall abate proportionately to the portion of the Premises rendered unterentable from the date of destruction or damage until the Landlord's repairs have been completed;
- (b) if the Premises are rendered wholly unterantable, the Landlord shall diligarity repair the Premises to the extent only of its obligations pursuant to Section 5.01 and Net Rent shall abate entirely from the data of destruction or damage until the Landlord's repairs have been completed;
- (c) if the Premises are not rendered unterantable in whole or in part, the Landlord shall diligantly perform such repairs to the Premises to the extent only of its obligations under Section 5.01, but in such circumstances Net Rent shall not terminate or abale;
- (d) upon being notified by the Landlord that the Landlord's repairs have been substantially completed, the Tenant shall diligently perform all repairs to the Premises which are the Tenant's responsibility under Section 5.02, and all other work required to fully restore the Premises for use in the Tenant's business, in every case at the Tenant's cost and without any contribution to such cost by the Landlord, whether or not the Landlord has at any time made any contribution to the cost of supply, installation or construction of Leasehold Improvements in the Premises;
- (e) nothing in this Section shall require the Landlord to rebuild the Premises in the condition which existed before any such damage or destruction so long as the Premises as rebuilt will have reasonably similar facilities to those in the Premises prior to such damage or destruction, having regard, however, to the age of the Building at such time; and
- (f) nothing in this Section shall regulare the Landlord to undertake any repairs having a cost in excess of the insurance proceeds actually received by the Landlord with respect to such damage or destruction.

Section 7.03 Right of Termination

Notwithstanding Section 7.02, if the damage or destruction which has occurred in the Premises is such that in the reasonable opinion of the Landlord line Premises cannot be rebuilt or made fit in the purposes of the Tenent within 90 days of ine happening of the damage or destruction, the Landlord may, at its option, terminate this Lease on notice to the Tenant given within 30 days after such damage or destruction. If such notice of termination is given, Rent shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver vacant possession of the Premises in accordance with the terms of this Lease!

Section 7.04 Destruction of Building

- (a) Notwithstanding any other provision of this Lease, if
 - 35% or more of the Total Rentable Area of the Building is destroyed or damaged by any causa; or
 - portions of the Building or Lands which affect access or services essential thereto are damaged or destroyed; and,

in the reasonable opinion of the Landford, cannot be reasonably repaired within 180 days after the occurrence of the damage or destruction; then, the Landford may, by notice to the Tenant given within 30 days of such damage or destruction, terminate this Laase, in which event neither the Landford nor the Tenant shall be bound to repair and the Tenant shall surrender the Premises to the Landford within 30 days after delivery of its notice of termination and Rent shall be apportioned and paid to the date on which the Tenant delivers vacant possession of the Premises, subject to any abatement to which the Tenant may be entitled under Section 7.02.

(b) If the Landlord is antitled to, but does not elect to lemminate this Lease under Section 7.94(a), the Landlord shall, following such damage or destruction, diligently repair if necessary that part of the Sutiding damaged or destroyed, but only to the extent of the Landlord's obligations under the terms of the various leases for premises in the Building and exclusive of any tenant's



responsibilities with respect to such repair. If the Landlard elects to repair the Building, the Landlard may do so in accordance with plans and specifications other than those used in the original construction of the Building.

(c) If there has been damage to the Premises rendering them partially or wholly interentable, or there has been damage to the Building with the result that the Premise have been rendered partially or wholly uninanatable, and the Landlord is otherwise objected under the provisions of this Lease, or has elected under the terms of this Lease, is rebuild the Building or the Premises, as the case may be, and if such work is not completed within two (2) years of the date of the damage, the Tenant shall have the right to small at this Lease upon thirty (30) days' notice to the Landlord.

Section 7.05 Architect's Certificate

The certificate of the Architect shall bind the parties as to:

- (a) the percentage of the Total Rentable Area of the Building damaged or destroyed;
- (b) whether or not the Premises are rendered untanentable and the percentage of he Premises rendered untenentable;
- (c) the date upon which either the Landlord's or Tenant's work of reconstruction or repair is completed or substantially completed and the date when the Premises are rendered tenantable; and,
- (d) the state of completion of any work of the Landlord or the Tenant.

ARTICLE VIII - ASSIGNMENT, SUBLETTING AND TRANSFERS

Section 8.01 Assignments, Subicases and Transfers

The Tenant shall not enter into, consent to, or permit any Transfer without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld but shall be subject to the Landlord's rights under Section 6.02. Notwithstanding any statutory provision to the contray, it shall not be considered unreasonable for the Landlord to take into account the following factor in deciding whether to grant or withhold its consent:

- (a) whether such Transfer is in violation or in breach of any covenants or restrictions made or granted by the Landlord to other tenants or occupants or prospective tenants or occupants of the Building;
- (b) whether in the Landlord's opinion, the financial background, business history and capability of the proposed Transferae is satisfactory or whether the nature of the business of he proposed Transferee might harm the Landlord's business or reputation or reflect unfavouably on the Building or its tenants, or is unathical or illegal; and,
- (c) If the Transfer is to an existing tenent of the Landlord.

Consent by the Landlord to any Transfer if granted shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. This prohibition against Transfer shall include a prohibition against any Transfer by operation of law and no Transfer shall take place by reason of the failure of the Landlord to give notice to the Tenant within 30 days as required by Section 8.02.

Section 8.02 Landlord's Right to Terminate

If the Tenant intends to effect a Transfer, the Tenant shall give prior notice to the Landlord of such intend specifying the identity of the Transferes, the type of Transfer contemplated, the portion of the Premises affected thereby, and the financial and other terms of the Transfer, and shall provide such financial, business or other information relating to the proposed Transferee and its principals as the Landlord or any Mortgague requires, logaliter with copies of any documents which record the particulars of the proposed Transfer. The Landlord shall, within 30 days after having received such notice and all requested information, notify the Tenant either that:

- (a) It consents or does not consent to the Transfer in accordance with the provisions and qualifications of this Article VIII; of
- (b) It elects to cancel this Lease as to the whole or part, as the case may be, of the Premises affected by the proposed Transfer, in preference to giving such consent.

If the Landlord elects to terminate this Lease it shall stipulate in its notice the termination date of this Lease, which date shall be no less than 30 days nor more than 90 days following the giving of such notice of termination. If the Landlord elects to terminate this Lease, the Tenant shall notify the Landlord within 10 days thereafter of the Tenant's intention either to refrain from such Transfer or to accept termination of this Lease or the portion increof in respect of which the Landlord has exercised its rights. If the Tenant falls to deliver such notice within such 10 days or notities the Landlord that it accepts the Landlord's



termination, this Lease will as to the whole or affected part of the Premises, as the see may be, be terminated on the date of termination stipulated by the Landlord in its notice of termination. If the Tenant notifies the Landlord within 10 days that it intends to refrain from such Transfer, then the Landlord's election to terminate this Lease shall become void.

Section 8.03 Conditions of Transfer :

The following terms and conditions apply in respect of a Transfer:

- (a) If there is a permitted Transfer, the Landford may collect rent from the Transfers and apply the net amount collected to the Rent payable under this Lease but no acceptance by the Landford of any payments by a Transferse shall be deemed a waiver of the Tenant's commants or any acceptance of the Transferse as tenant or a release from the Tenant from the further performance by the Tenant of its obligations under this Lease. Any consent by the Landford shall be subject to the Tenant and Transferse executing an agreement with the Lendford agreeting: (i) that the Transferse will be bound by all of the terms of this Lease and, except in the case of a sublease, that the Transferse will be so bound as if it had originally executed this Lease as tenant, and (ii) to amend the Lease to incorporate such terms, covernants and conditions as are necessary so that the Lease will be in accordance with the Landford's standard form of office lease in use for the Building at the time of the Transfer, and so as to incorporate any conditions imposed by the Landford in its consent or required by this Section 8.03.
- (b) The Tenant shall remain liable under this Lease and shall not be released from performing or observing any of the terms or conditions of this Lease.
- The net and additional rent payable by the Transferee shall not be less than the Rant payable by the Transfer this Lease as at the effective date of the Transfer, (including any increases provided for in this Lease).
- (d) If the net and additional cent to be paid by the Transferes under such Transfer exceeds the Rent payable under this Lease, the arctual of such excess shall be paid by the Tenant in the Landlord. If the Tenant receives from any Transferes, either directly or indirectly, any consideration other than rent or additional rant for such Transfer, either in the form of cash, goods or services (other than the proceeds of any financing as the result of a Transfer involving a mortgage, charge or similar security interest in this Lease) the Tenant shall forthwith pay to the Landlord an amount aquivalent to such consideration. The Tenant and the Transferee shall execute any agreement required by the Landlord to give bifect to the foregoing terms.
- (s) If the Transfer is a sublease, the Transferee will agree to wrive any statutory right to retain the unexpired portion of the term of the sublease or the Term of this Lease or to enterint a reese directly with the Landlord, in the event this Lease is terminated, surrendered, disclaimed or otherwise disposad of or dealt with.
 - (f) Notwithstanding the effective data of any permitted Transfer as between the Teant and the Transferes, all Rant for the month in which such effective data occurs shall be paid a advance by the Tenant so that the Landlord will not be required to accept partial payments of Rent for such month from either the Tenant or Transferee.
 - (g) Any document evidencing any Transfer permitted by the Landlord, or setting oil any terms applicable to such Transfer or life rights and obligations of the Tenant or Transferes thereunder, shall be prepared by the Landlord or its solicitors and all associated legal costs shall be paid by the Tenant.

Section 8.04 Change of Control

if the Tenant is at any time a corporation or parimership, any actual or proposed Change of Control in such corporation or parinership shall be deemed to be a Transfer and subject to all of the provisions of this Article Vill. The Tenant shall make available to the Landlord or its representatives all of its corporate or partnership records, as the case may be, for inspection at all reasonable times, in order to ascertain whether any Change of Control has occurred.

Section 8.05 No Advertising

The Tenant shall not advertise that the whole or any part of the Premises are available for a Transfer and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landford. No such advertisement shall contain any reference to the rental rate of the Premises.

Section 3.05 Assignment By Landlord

The Landlord shall have the unrestricted right to sell, lease, convey or otherwise dispose of all or any part of the Bullding or Lands or this Lease or any interest of the Landlord in this Lease. To the extent that the purchaser or assignee from the Landlord assumes the obligations of the Landlord under this Lease, the Landlord shall thoraupon and without further agreement be released of all liability under this Lease.



Section 9.01 Default and Remedios

If and whenever an Eyent of Default docurs, then without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not atternative:

- (a) to terminate this Lease by notice to the Tenant:
- (b) to enter the Premises as agent of the Tenant and to relet the Premises for whateverterm, and on such terms as the Landlord in its discretion may determine and to receive the rent herefor and as agent of the Tenant to take possession of any property of the Tenant on the Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord may see fit without notice to the Tenant, to make alterations to the Premises to facilitate their reletting; and to apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sele; second, to the payment of any indebtedness of the Tenant to the Landlord other than rent; and third, to the payment of Rent in arrears; with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable. The Tenant shall remain itable for any deliciency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lesse for the account of the Tenant and to enter upon the Premises for such purposes. No notice of the Lendad's intention to perform such covenants need be given the Tenant unless expressly required by this Lease. The Lendlord shall not be liable to the Tenant for any loss, injury or damage caused by acts of the Lendlord in remedying or attempting to remedy such default and the Tenant shall pay to the Landlord alt expenses inclured by the Landlord in connection with remedying or attempting to remedy such default;
- (d) to recover from the Tenant all damages, and expenses incurred by the Landlord as aresult of any breach by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been psyable by the Tenant for the portion of the Termi following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises;
- (e) . to recover from the Tenant the full amount of the current month's Rent together with the next 3 months' instalmants of Rent, all of which shall accrue on a day-to-day basis and shallimmediately become due and payable as accelerated rent; and
- (f) if the lease has been terminated in accordance with Section 9.01 (a), to recover from the Tenent the unamortized portion of any leasehold improvement allowance or inducement seld by the Landford under the terms of this lease, calculated from the date which is the later of the date of payment by the Landford or the Commencement Date, on the basis of an assumed rate of depreciation on a straight line basis to zero over the initial Term of this Lease.

Section 9.02 Distress

Notwithstanding any provision of this Lease or any provision of applicable tegislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from lavy by distress for Rant in arrears, and the Tenant weives any such exemption. If the Landford makes any claim against the goods and chattels of the Tanant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landford to levy such distress.

Section 9.03 Costs

The Tenant shall pay to the Landlord all bamages and costs (including, without limitation, all legat fees on a solicitor and his client basis) incurred by the Landlord in enforcing the terms of this Lesse, or with respect to any matter or thing which is the obligation of the Tenant under this Lesse, or in respect of which the Tenant has agreed to insure, of to indemnify the Landlord.

Section 9.04 Allocation of Paymonts

The Landlord may at its option apply sums received from the Tenant against any amounts due and payable by the Tenant under this Lease in such manner as the Landlord sees fit.

Section 9.05 Survival of Obligations

If the Tenant has failed to fulfit its obligations under this Lease with respect to the maintenance, repair and alteration of the Premises and removal of improvements and fixtures from the Premises during or at the end of the Term, such obligations and the Landford's rights in respect thereto shall remain in full force and effect notwithstanding the expiration or sooner termination of the Term.



ARTICLE X - STATUS STATEMENT, ATTORNMENT AND SUBORDINATION

Section 10.01 Status Statement

Within 10 days after written request by the Landlord, the Tenant shall deliver in a form supplied by the Landlord a statement or estopped cardificate to the Landlord as to the status of this Lease, including as to whether this Lease is unmodified and in full force and effect (or, if there have been modifications that this Lease is in full force and effect as modified and identifying the modification agreements), the amount of Net Rent and Additional Rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served and if there is any auch default, specifying the nature and extent thereof, and any other matters pertaining to this Lease as to which the Landlord shall request such statement or calificate.

Section 10.02 Subordination

This Lease and all rights of the Tenant shall be subject and subordinate to any and all Mortgages and any ground, operating, overriding or underlying leases, from time to time in existence against the Lends and Building. On request, the Tenant shall subordinate this Lease and its rights under this Lease to any and all such Mortgages and leases and to all advances made under such Mortgages. The form of such subordination shall be as required by the Landlord or any Mortgagee or the lesses under any such lease.

Section 10.03 Attomment

The Tenant shall promptly, on request attorn to any Morigagee, or to the owners of the Building and Lands, or the lessee under any ground, operating, overriding, underlying or similar lesse of all or substantially all of the Building made by the Landlord or otherwise affecting the Building and Lands, or the purchaser on any foreclosure or sale proceedings taken under any Morigage, and shall recognize such Morigagee, owner, lessee or purchaser as the Landlord under this Lasse.

Section 10.04 Execution of Documents

The Tenent Irrevocably constitutes the Landord the agent and alterney of the Tenant for the purpose of executing any agreement, certificate, latterment or subordination required by this Lesse and for registering postponements in favour of any Mortgages if the Tenant fails to execute such documents within 10 days after request by the Landord.

ARTICLE XI - GENERAL PROVISIONS

Section 11.01 Rules and Regulations

The Tenant shall comply with all Rules and Regulations, and amendments thereto; adopted by the Landlord from time to time including those set out in Schedule "D". Such Rules and Regulations may differentiate between different types of businesses in the Building, and the Landlord shall have no obligation to enforce any Rule or Regulation or the provisions of any other lease against any other tenant, and the Landlord shall have no liebility to the Tenant with respect thereto.

Section 11.02 Delay

Except as expressly provided in this Lease, whenever the Landlord or Tenant is delayed in the fulfillment of any obligation under this Lease (other than the payment of Rent and surrender of the Premises on termination) by an unavoidable occurrence which is not the fault of the party delayed in performing such obligation, then the time for fulfillment of such obligation shall be extended during the period in which such circumstances operate to delay the fulfillment of such obligation.

Section 11.03 Overholding

if the Tenant remains in possession of the Premises after the end of the Term with the consent of the Landlord but without having executed and delivered a new lease or an agreement extending the Term, there shall be no tacif renewal of this Lease, notwithstanding any statutory provisions or legal presumption to the contrary and the Tenant shall be deemed to be occupying the Premises as a Tenant from month to month at a monthly Nat Pient payable in advance on the first day of each month equal to twice the monthly amount of Net Rent payable during the last month of the Term, and otherwise upon the same terms as are set forth in this Lease, so far as these are applicable to a monthly tenancy.

Section 11.04 Waiver

If either the Landlord or Tenant excuses or condones any default by the other of any obligation under this Lease, no waiver of such obligation shall be implied in respect of any continuing or subsequent default.

Section 11.05 Registration

Neither the Tenant nor anyone chalming under the Tenant shall register this Lease or any Transfer without the prior written consent of the Landlord. If the Tenant or any permitted Transferse wishes to register a document for the purposes of giving notice of this Lease or a Transfer, then the Landlord shall, at the request and expense of the Tenant, execute a notice, cavaal or short form of Lease for the purposes of registration in such form as approved by the Landlord and without disclosure of any terms which the



Landlord does not desire to have disclosed. If the Lands comprise more than one padd of land, the Landlord may direct the Tenant or Transferee as to the parcel or parcels against which egistration may be effected.

Section 11.06 Notices

Any notice, consent or other instrument which may be or is required to be given under this Lease shall be in writing and shall be delivered in person or sent by registered mail postage prepaid, addressed: (a) if to the Lendlord: The Cadillac Fatiview Corporation Limited, 20 Queen Street West, 5th Floor, Toronto, Ontario, M5H 3R4, Attention: Executive Vice President, Property Management, with a copy to the Building Manager, and (b) if to the Tenant, at the Premises. Any such notice or other insumment shall be deemed to have been given and received on the day upon which personal delivery is made or, if mailed, then 48 hours following the date of mailing. Either party may give notice to the other of any change of address and after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices. If postal service is interrupted or substantially delayed, all notices or other instruments shall be delivered in person.

Section 11.07 Successors

The rights and liabilities created by this lease extend to and bind the successors and assigns of the Landlord and the helps, executors, administrators and permitted successors and assigns of the Terrant No rights, however, shall enure to the benefit of any Transferee unless the provisions of Article VIII are compiled with.

Section 11.08 Joint and Several Lizbilly

If there is at any time more than one Tenant or more than one Person constituting the Tenant, their covernants shall be considered to be joint and several and shall apply to each and everyone of them. If the Tenant is or becomes a partnership! each Person who is a member, or shall become a member, of such partnership or its successors shall be and continue to be jointly and severally liable for the performance of all covernants of the Tenant pursuant to this Lease, whether or not such Person ceases to be a member of such partnership or its specessor.

Section 11.09 Captions and Section Numbers

The captions, section numbers, article numbers and table of contents appearing in this lesse are inserted only as a matter of convenience and in no way affect the substance of this Lesse.

Section 11.10 Extended Meanings

The words "hereof", "hereto" and "hereunder" and similar expressions used in this Lease relate to the whole of this Lease and not only to the provisions in which such expressions appear. This lease shall be read with all changes in number and gender as may be appropriate or required by the context.

Section 11.11 Partial invalidity

All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any such provision is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force and bind the parties as though the Megal or unenforceable provision had never been included in this Lease.

Section 11.12 Entire Agreement

This Lease and the Schedules and fiders, if any, attached hereto and the Lendlord's leasehold improvement manual, set forth the entire agreement between the Landlord and Tenant concerning the Premises and there are no agreements or understandings between them other than as are herein set forth. Subject to Section 11.01, this Lease and its Schedules and riders may not be modified except by agreement in writing executed by the Landlord and Tenant.

Section 11.13 Governing Law

This Lease shall be construed in accordance with and governed by the laws of the Province.

Section 11.14 Time of the Essence

Time is of the essence of this Lesse.

Section 11.15 Quiet Enjoyment

If the Tenent pays Rent, fully performs all of its obligations under this Lease, and there has been no Event of Default, the Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by the Landford or any Person claiming through the Landford.

Section 11.16 Execution

If the Tenant is a corporation, the Tenant confirms and agrees that this Lease has been executed by its authorized signatures and that if only one signatury has signed this Lease, the Tenant is authorized by its articles of incorporation or other constaling documents to execute leases by such sole authorized signatury and if this Lease is not executed under seal by the Tenant, the Tenant is authorized by its articles of incorporation or other constaling documents to execute leases without a seal.



Section 11.47 Tenent's Work

The Tenant will submit four sets of detailed working drawings to the Landlord for any work which the Tenant is required or proposes to do in the Premises. All Tenant's work will be performed at the Tenant's expense in a good and workmanlike manner and in accordance with the leasehold improvements manual, by contractors, sub-contractors and workers engaged by the Tenant but approved of in advance by the Landlord. The Tenant's working drawings will also be subject to the prior Landlord's approval, such approval not to be unreasonably withheld.

Section 11.18 Right of First Offer

Subject to any rights in respect of the Premises granted as of the date of this Lease blanants of the Building, and provided that the Tenant is North American Oil Sands Corporation and is itself in accupation of and conducting business in the whole of the Premises and has not lean in default under this Lease, the Tenant shall have a non-assignable right of first offer duing the Tarm (excluding any extension thereof) to lease, on the terms and conditions more particularly set forth in this Section 11.18:

- (I) the space identified on Schedule "B-2" attached to this Lease, which is located on the 7th floor of the Building and contains a Rentable Area of approximately eight thousand one hundred innery one (8,191) square feet ("Suite A"); and/or
- (ii) the space identified on Schedule "B-3" attached to this Lease which is located on the 7th floor of the Building and contains a Rentable Area of approximately three thousand eight hundred seventy three (3,673) square feet ("Suite B").

In the event that all or any portion of Sulta A and/or Sulte B (collectively, the "Space") becomes vacant and available for lease during the Term (excluding any extension thereo), then the Landford shall deliver to the Tenant a written notice indicating the date when the Space shall be available for occupancy by the Tenant (the "Designated Date"). If the Tenant elect to lease the Space on the Designated Date, the Tenant shall deliver written notice to the Landford of its Intention to do so within five (5) business days of receipt of the Landford's notice and the Tenant shall, within ten (10) days after delivery thereof by the Landford, execute a lesse amending agreement for the Space on the same forms and conditions as the Lease, except that

- the term of the lease for the Space shall commence on the Designated Date and shall thereafter be obtainings with the Term of the Lease for the Premises (as extended pursuant to subparagraph (iv) below);
- (ii) the Tenant shall accept the Space in an "as-is" condition on the Designated Date, with no Landlord's work to be performed and there shall be no leasehold improvement allowance, rent free periods or other similar inducements in respect of the Space:
- (iii) the net cont payable in respect of the Space shall be in accordance with the Landlord's rental schedule for office space in the Building as of the Designated Date, provided that in no event shall the net cent payable in respect of the Space be less than \$21.00 per square foot of the Rentable Area of the Space parantum; and
- (iv) the Term of the Lease for the Premises (including the Space) shall be extended for a further period of one year, such that it will expire September 30, 2011.

The Space offered to the Tenant under this right of first offer shall be dealt with as a whole and the Tenant shall not been entitled to lease only a portion of Suite A and/or Suite B, as applicable. If the Tenant fails to notify the Landlord of its intention to exercise its right of first offer in respect of the Space identified in the Landlord's notice, within the time period and in the manner set forth above, this right of first offer in so far as it applies to the Space identified in the Landlord's notice, shall be null and void and of no further force and effect. If the Tenant gives such appropriate notice within the time limit set out herein, the Tenant shall forthwith execute the documentation submitted by the Landlord as hereinbofore set out.



Section 11.19 Parking

The Landlord agrees to make available to the Tenant during the Term, and the Tenal agrees to license from the Landlord throughout the Term, parking stalls as follows:

5 reserved underground stalls at the Building

2 reserved stalls at the parking facility currently known as "Centennal Parkade"
7 random stalls at the parking facility currently known as "Centennal Parkade"

·(iii)

The Tenant shall license such stalls at the provailing monthly rates being charged by the Landlord (or parking facility operator) from time to time. The Tenant agrees to sign the Landwid's standard parking agreement in respect of its use of such stalls.

Section 11.20 Conditional Lease

The Tenant acknowledges that the Plemises are presently the subject of a lease intovour of one or more third parties. This Lease is therefore conditional upon the Landlord obtaining vacant possession of the Premises from such third parties prior to the commencement of the Term, falling which this Lease shall become null and vold and neither the Landlord nor the Tenant-shall have any recourse against the other.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease.

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SCHEDULE "A" - LEGAL DESCRIPTION

635 - 8TH AVENUE S.W.

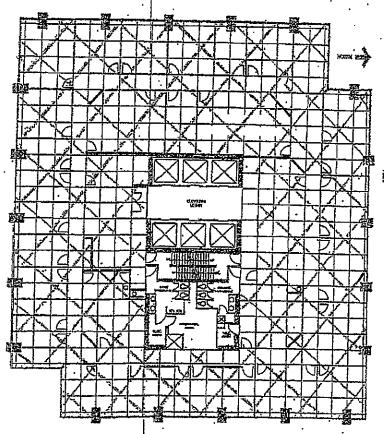
PLAN A1 BLOCK 51 LOTS 1 TO 6 INCLUSIVE

EXCEPTING OUT OF LOTS 5 AND 6 THE NORTHERLY 7 FEET THROUGHOUT

EXCEPTING THE PORTION AS TO SURFACE ONLY FOR THE ROAD ON PLAN 8310873

EXCEPTING OUT OF LOTS 5 AND 6 ALL MINES AND MINERALS

635 - 8th Avenue S.W. 8th Floor

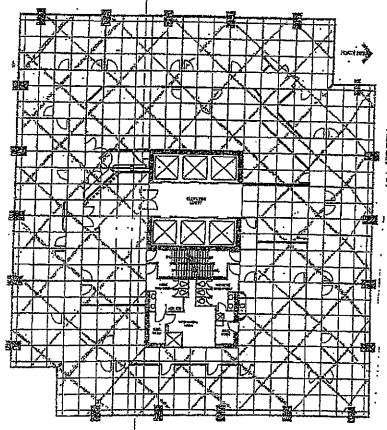


10 fein Arte d:

The purpose of this plan is to identify the approximate location of the 8th Floor Premises in the Building.



635 — 8th Avenue S.W. 9th Floor

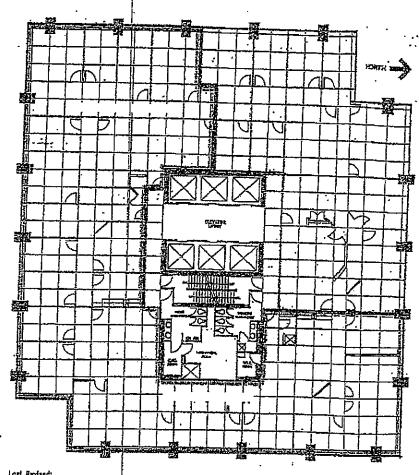


10 FEYADARY 1597

The purpose of this plan is to identify life approximate location of the 9th Floor Premises in the Building.



635 - 8th Avenue S.W. 7th Floor



10 FEBRUARY 1997

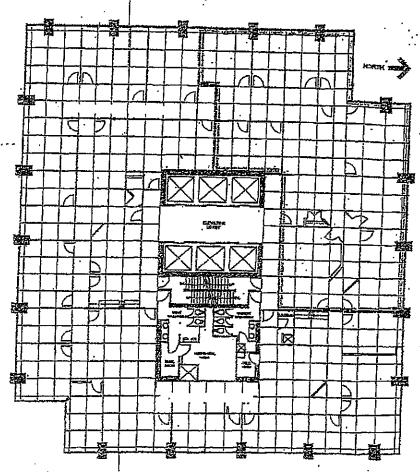
The purpose of this plan is to identify the approximate location of Suite A in the Building.



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-21-

635 — 8th Avenue S.W. 7th Floor



10 WERUTH 1927

The purpose of this plan is to identify the approximate location of Suite 8 in the Building.



SCHEDULE "C" - DEFINITIONS

In this Lease and In the Schedules to this Lease:

- "Additional Rent" means all sums of money required to be paid by the Tenant under this Lease (except Net Rent) whether or not the same are designated "Additional Rent" or are payable to the Landlord or otherwise.
- "Alterations" means all repairs, replacements, Improvements or alterations to the Premises by the Tegant.
- "Architect" means the architect or land surveyor from time to time named by the Landlord.
- 4. "Building" means the multi-storey building known municipally as 635 8th Avenue S.W., Calgary, Alberta, including the roof thereof and including all premises rented or intended to be rented therein, whether for office, retail, benking or other purposes; and facilities serving the Building or having utility in connection therewith, as determined by the Landord, whether or not located directly under the Building, which areas and facilities may include, without limitation, internal malls, sidewalks and plazas, supports to accommodate any future +15 bridge on the second story level of the Building, exhibit areas, storage and mechanical areas, janitor rooms, mail rooms, telephone, mechanical and electrical rooms, stairways, escalators, elevators, truck and receiving areas, driveways, parking facilities, loading docks and corridors.
- 5. "Business Tax" means all taxes (whether imposed on the Landlord or Tenant) attributable to the personal property, trade fixtures, business, income, occupancy or sales of the Tenant or any other occupancy of the Premises and to any leasehold improvements installed in the Premises and to the use of the Building or Lands by the Tenant.
- 6. "Capital Tax" is an amount determined by multiplying each of the "Applicable Rates" by the "Building Capital" and totalling the products. "Building Capital" is the amount of capital which the Landlord determines, without duplication, is invested from time to time by the Landlord, the owners, or all of them, in doing all or any of the following: acquiring, developing, expanding, redeveloping and improving the Lands and the Building. Building Capital will not be increased by any financing or refinancing except to the extent that the proceeds are invested directly as Building Capital. An "Applicable Rate" is the capital tax rate specified from time to time under any statute of Canada and any statute of the Province which imposes a tax in respect of the capital of corporations. Each Applicable Rate will be considered to be the rate that would apply if none of the Landlord or the owners employed capital outside of the Province.
- 7. "Change of Control" means, in the case of any corporation or partnership, the transfer or issue by sale, assignment, subscription, transmission on death, mortgage, change, security interest, operation of law or otherwise, of any shares, voting rights or interest which would result in any change in the effective control of such corporation or partnership unless such change occurs as a result of (I) tracing in the shares, voting rights or interest of a corporation or partnership listed on a recognized stock exchange in Canada or the United States, or (II) in connection with an initial public offering or distribution of the shares, voting rights or interest of such corporation or partnership in connection with such corporation or partnership becoming listed on a recognized stock exchange in Canada or the United States (collectively, the "Permitted Change"), in which case any such Permitted Change will be desired not to be a Change in Control provided that and then entry so long as the Landford receives assurances reasonably satisfactory to it that there will be a continuity of management and no material reduction in the quality of the business practices of such corporation or partnership notwithstending such Permitted Change Change Change Acentral.
- 8. "Commencement Date" means the date on which the Term commences under Section 1.02.
- An "Event of Default" shall occur whenever:
 - (a) any Rent is in agreers and is not paid within 5 days after written demand by the Landlord;
 - (b) the Tenant has breached any of its obligations in this Lease (other than the payment of Rent) and:
 (i) fails to remedy such breach within 15 days (or such shorter period as may be provided in this Lease); or (ii) it such breach cannot be reasonably remedied within 15 days or such shorter period, the Tenant fails to commence to remedy such breach within such 15 days or shorter period or thereafter fails to proceed diligently to remedy such breach; in either case after notice in writing from the Landord:
 - (c) the Tenant or any Indemnifier becomes bankrupt or insolvent or takes the benefit of any statule for bankrupt or Insolvent debtors or makes any proposal, assignment or arrangement with its craditors, or any steps are taken or proceedings commenced by any Person for the dissolution, winding-up or other lemination of the Tenant's existence or the liquidation of its assets;
 - (d) a trustee, receiver, receiver/manager or like Person is appointed with respect to the business or assets of the Tenant or any Indemnifier.



- (a) the Tenent makes a sale in bulk of all or setulationally all all its assets other than in conjunction with a bone fide internal reorganization not prohibited by the terms of this Lease or a Transfer otherwise approved by the Leadlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution.
- (g) the Tenani purports to make a Transfer other than in compliance with the provision of this Lease:
- the Tenani ebandons or attempts to abandon the Premises or disposes of its gods so that there would not after such disposal be sufficient goods of the Tenant on the Premises subject to distress to satisfy Rent for at least 3 months, or the Premises become vacant and unoccupied for a period of 10 consecutive days or more without the consent of the Landlord;
- (i) any instrance policies covering any part of the Building or any occupant there are actually or investment to be cancelled or adversely changed as a result of any use or ecopancy of the Premises;
- (i) the Tenani shall default in the full and timely performance of any covenant of this lease and any such default shall be repeated two (2) times in any Fiscal Year, notwithstanding the such defaults may have been cured within the period after notice has been provided pursuant to the terms hereof, or.
- (k) an Event of Default as defined in this paragraph occurs with respect to any lesse or agreement under which the Tanant occupies other premises in the Building.
- 10. "Fiscal Year" means (i) the period of time commencing on the Commencement Date and lending on the last day of the next ensuing October, and (ii) thereafter the period of time commencing on the first day of November and ending on the last day of the next ensuing October, or (iii) the fiscal period designated by the Landlord from time to time.
- 11. "Indemnifier" mashs the Parson, if any, who has executed or agreed to execute the indemnity Agreement attached to this Lease as Schedule "E", or any other indemnity agreement in favour of the Landord.
- 12. "Landlord" means the party named as landlord on the first page of this lease, and those for whom (tils responsible in lew.
- 13. "Lands" means the lands situated in the City of Calgary in the Province in which he Building is or will be constructed, as more particularly described in Schedule "A", or as such lands may be expanded or reduced from time to time:
- 14. "Lease" or "lease" means this document as originally signed, sealed and delivered or as amended from time to lime, which amendments shall be in writing, signed, sealed and delivered by both the Landlord and the Tehant.
- "Leasehold Improvements" mean lessehold improvements in the Premises determined according to common law, and shall include, without limitation, all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed in the Premises by or on behalf of the Transit or any previous occupant of the Premises, including signs and lettering, partitions, doors and hardware however affixed and whether or not moveble, ell mechanical, electrical and utility installations and all carpeting and drapes with the exception only of furniture and equipment not in the nature of fixtures.
- 16. "Mortgage" means any and all mortgages, charges, debentures, security agreements, trust deeds, hypothecs or like instruments resulting from financing, refinancing or colletest financing (including ranewals or extensions thereof) made or arranged by the Landford of its interest in all or any part of the Building or Lands.
- 17. "Mortgagee" means the holder of, or secured party under, any Mortgage and includes any trustee for bondholders.
- 18. "Net Rent" means the annual rent payable by the Tenant under Section 2.02.
- 19. "Net Rentable Area" means, in the case of premises consisting of part of a floor, the floor area bounded by the inside surface of the exterior glass, the office side of the conidor or other permanent partitions and the centre of partitions that separate the premises from adjaining leasable areas (if any) without deductions for columns or projections but after making the same exclusions as are made in compliting Rentable Area.
- 20. "Normal Business Hours" means the hours from 8:00 a.m. to 6:00 p.m. on Mondays through Fridays unless any such day is a statutory holiday.
- 21. "Operating Costs" means , for any period designated by the Landlord, (without duplication) any amounts, whether direct or indirect, paid, payable or incurred by or on behalf of the Landlord for maintenance, operation, repair, replacement to and administration of the Lands and Building or allocated by the Landlord to the Lands and Building and for services provided generally to



tenants, calculated as if the Building were 100% occupied by tenants during the Term, including without fimilation:

- (a) the cost of insurance which the Landford is obligated or permitted to whin under this Lease and any deductible amount applicable to any claim made by the Landford under such insurance:
- (b) the cost of security, janitorial, landscaping, window cleaning, garbage removal and snow removal services;
- (c) the cost of healing, ventilating and air-conditioning;
- (d) the cost of fuel, stearl, water, electricity, telephone and either utilities used in the maintenance, operation or administration of the Building, including charge and imposts related to such utilities to the extent such costs, charges and imposts acnot recovered from other tenants;
- (a) management office expanses of operation (or to the extent there is no on-site management offices, a portion of the operating expenses of the off-site management office bearing responsibility for, inter alia, the Building determined by the Landlord on an equitable basis), including the fair market rental value of any space used by the Landlord and/or its manager in connection with the repair, maintenance, operation or management of the Building and salaties, wages and other amounts paid or payable for all personnel involved in the repair, maintenance, operation, management, security, supervision or cleaning of the Building, including fringe benefits, employment and worker's compensation insurance premiums, pension plan contributions and other employment costs and the cost of engaging contractors for the repair, maintenance, security, supervision or cleaning of the Building;
- (f) sudifing, accounting, legal and other professional and consulting fees and disbursements;
- (g) the costs:
 - of repairing, opérating and maintaining the Building and the equipment serving the Building and of all replecements and modifications to the Building or such equipment, including those made by the Landlord in order to comply with laws or regulations affeding the Building;
 - incurred by the Landlord in providing and installing energy conservation equipment or systems and life safety systems;
 - (iii) Incurred by the Landlord to make alterations, replacements or additions to the Building intended to reduce operating costs, improve the operation of the Building or maintain its operation as a first class office building; and.
 - Incurred to replace mechinery or equipment which by its nature requires periodic replacement;

all to the extent that such costs are fully chargeable in the Fiscal Year in which they are incurred in accordance with sound accounting principles;

- (h) the cost of the rental of all equipment, supplies, tools, materials and signs;
- all costs incurred by the Landlord in administering, contesting or appearing taxes or related assessments including legal, appraisal and other professional fees, and administration and overhead costs;
- (j) Capital Tax;
- (k) depreciation or amortization of the costs referred to in paragraph 21(g) above as determined by the Landlord in accordance with sound accounting principles, if such costs have not been charged fully in the Fiscal Year in which they are incurred;
- i) interest calculated at 2 percentage points above the average daily prime bank commercial lending rate charged during such rental year by any Canadian chartered bank designated from time to time by the Landford upon the undepreciated of unemortized balance of the costs referred to in paragraph 21(k); and
- (m) an administrative and management fee equal to 15% of the total Operating Costs.

Operating Costs shall exclude or have deducted from them as the case may be:



- (ea) all amounts which otherwise would be included in Operating Costs which are recovered by the Landlord from tenants (other than under sections of their leases comparable to section 2.03 of this lease);
- (bb) such of the Operating Costs as are recovered from insurance proceed, warranties or guarantees, to the extent such recovery represents reimbursements formats previously included in Operating Costs;
- (cc) interest on debt and capital retirement of debt:
- (dd) ground rent payable by the Landford to the owner of the Lands under enymound lease of the Lands;
- (ae) commissions and other expenses payable in connection with the marketing and leasing of the Building including the cost of any leasehold improvement allowance or other inducement paid to tenants of the Building; and
- (fi) the amount of any goods and services lax ("G.S.Y.") paid or payable by the Landlord on the purchase of goods and services included in Operating Costs which may be available to the Landlord as a credit in determining the Landlord's net lax liability or refund on account of G.S.T.

Operating costs may be altributed by the Landlord to the various components of the Building in accordance with reasonable and current practices and on a basis consistent with the nature of the particular costs being altributed, and the costs so attributed may be allocated to the tenants of such components accordingly.

- "Person" means any person, tirm, perhiership or corporation, or any group or combination of persons, tirms, partnerships or corporations.
- 23. "Premises" means the premises lessed to the Tenant described in Section 1.0 and Includes
 Lessehold Improvements in such premises. The boundaries of the Premises are as follows: (i)
 the interior face of all exterior walls, doors and windows; (ii) the interior face of all interior walls, doors and windows separating the Premises from common areas; (iii) the centre has of all interior walls separating the Premises from adjoining lessable premises; and (iv) the top surface of the structural subfloor and the bottom surface of the structural ceiling.
- 24. "Proportionate Share" means a fraction which has as its numerator the Rentate Area of the Premises and as its denominator tha Total Rentable Area of the Building.
- 25. "Province" means the province in which the Building is located.
- 26. "Rent" means the aggregate of Net Rent and Additional Rent.
- 27. "Rentable Area" means (a) in the case of premises used or Intended to be used for office purposes and occupying an entire floor, the floor erea bounded by the inside surface of the glass on the exterior walls, Including without limitation, washrooms, telephone, electrical and junitorial closets and elevator lobbles; (b) In the case of premises used or intended to be used for office purposes and consisting of part of a floor, the area computed by multiplying the Net Rentable Area of such premises by a fraction, the numerator of which is the aggregate floor area of the floor on which the Premises are located (using the measurement method set out in subparagraph (a)) and the denominator of which is the aggregate Net Rentable Area of all office premises on such floor, and (c) in the case of premises used or intended to be used for retail purposes, the Net Rentable Area thereof. In calculating Rentable Area, stairs, elevator shafts, flues, stacks, pipe shafts and vertical ducts with their own enclosing walls, any of which are used in common, shall be excluded but no deductions or exclusions shall be made for columns and projections necessary for the Building. The Landlord may for the purpose of calculating the Net Rent and any Proportionate Share change the fraction referred to in subparagraph (b) from time to reflect the actual ratio of the aggregate floor area of the floor on which the Premises are located (using the measurement method set out in subparagraph (a)) to the aggregate Net Rentable Area of all office premises on such floor.
- 28. "Rules and Regulations" means the rules and regulations adopted and promulgated by the Landlord from time to lime pursuant to Section 11.01. The Rules and Regulations existing as at the Commencement Date are those set out in Schedule "D".
- 29. "Taxes" means all laxes, levies charges, local improvement rates and assessments whatsoever assessed or charged against the Building and the Lands or any part thereof by any tawful taxing authority and including any amounts assessed or charged in substitution for or in the foreign such taxes, but excluding only such taxes are capital gains taxes, corporate, income, profit or excess profit taxes to the extent such taxes are not levied in fleu of any of the foregoing against time Building or Lands or the Landlord in respect thereof. Taxes shall in every instance be calculated on the basis of the Total Reniable Area of the Building being fully assessed and taxed at prevailing commercial tax rates for occupied space for the period for which taxes are being calculated.



- "Tenant" means the party named as tenant on the first page of this lease, and those for whom it is responsible in taw.
- 31. "Term" means the period set out in Section 1.02.
- 32. "Total Rentable Area of the Building" means the aggregate of the Rentable Area of each floor in the Building Intended for office or retail use as if each floor is occupied by on lenant, all as determined by the Architect. The Total Rentable Area of the Building shall: (a) exclude the main telaphone, mechanical, electrical and other utility rooms and enclosures, public bibbles on the ground floor, and other public space common to the entire Building; and, (b) he sigusted by the Architect from time to time to take account of any structural, functional or other change affecting the same.
- "Trade-Fixtures" means trade fixtures as determined at common law, but for grater certainty, shall not include:
 - (a) heating, vertitating or all conditioning systems, facilities and equipment in a serving the Premises;
 - (b) floor covering affixed to the floor of the Premises;
 - (c) light fixtures;
 - (d) internal stairways and doors; and,
 - (e) any fixtures, facilities, equipment or installations installed by or at the expense of the Landlord pursuant to this Lease or otherwise.
- 34. "Transfer" means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another, any transaction by which any right of use or occupancy of all or any part of the Premises is conferred upon anyone, any mortgage, charge or enumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebledness or other obligations and includes any transaction or occurrence whatsoever (including, but not limited to, expropriation, receivership proceedings, saizure by legal process and transfer by operation of law) which has changed or might change the identity of the Persons having lawful use or occupancy of any part of the Premises.
- 35. "Transferee" meens the Person or Persons to whom a Transfer is or is to be made.

1. Life Safety

- (a) The Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein which will in any way increase the risk of fire or the rated fire insurance on the Building or on property kept therein, or obstruct or interfere with therights of other tenants or in any way injure or annoy them or the Landlord, or violate or act at variance with the laws relating to fires or with regulations of the Fire Department, or with any insurance upon the Lands or Building or in any part thereof, or violate or act in conflict with any statutes, rules, and ordinances governing health standards or with any other statute or municipal by-law.
- (b) No inflammable oils or other inflammable, dangerous or explosive materials save those approved in writing by the Landford's insurers shall be kept or permitted to be kept in the Framises.

2. Security ...

- (a) The Landlord shall perinit the Tenant and the Tenant's employees at all Persons lawfully requiring communication with them to have the use, during Nomal Business Hours in common with others entitled thereto, of the main entrance and the stateways, corridors, elavators, escalators, or other mechanical means of access leading to the Building and the Premises. At times other that during Normal Businest Hours the Tenant and the employees of the Tenant shall have access to the Building and to the Premises only in accordance with the Rules and Regulations and shall be required to setisfactorily identify themselves and to register in any book which may at the Landlord's option be kept by the Landlord for such purpose. If identification is not satisfactory, the Landlord is entitled to prevent the Tenant or the Tenant's employees or other Persons lawfully requiring communication with the Tenant from having access to the Building and to the Premises, in addition, the Landlord is not required to open the door to the Premises for the purpose of permitting entry therein to any Person not having a key to the Premises.
- (b) The Tenant shall not place or cause to be placed any additional looks upon any doors of the Premises without the approval of the Landlord. Two keys shall be supplied to the Tenant for each entrance door to the Premises and all locks shall be Building standard to permit access by the Landlord's master key. If additional keys are required, they must be obtained from the Landlord at the cost of the Tenant. Keys or other means of access for entrance doors to the Building will not be issued without the written suitority of the Landlord.

3. Housekeeping

- (a) The Tenant shall permit window cleaners to dean the windows of the Premises during Normal Business Hours.
- (b) The Tenant shall not place any debris, garbage, trash or refuse or penall same to be placed or left in or upon lany part of the Lands or Building outside of the Premises, other than in a location provided by the Landlord specifically for such purposes, and the Tenant shall not allow any undue accumulation of any debris, garbage, trash or refuse in or outside of the Premises. If the Tenant uses perishable articles or generates wet garbage, the Tenant shall provide refrigerated storage facilities suitable to the Landlord.
- (c) The Tenant shall not place or maintain any supplies, or other articles in any vestibule or entry of the Premises, on the adjacent footwalks or elsewhere on the exterior of the Premises or elsewhere on the Lands or Building.
- (d) The sidewalks, entrances, passages, escalators, elevators and staircases shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the Premises and the Building: The Landlord reserves entire control of all parts of the Lands and Building employed for the common baneill of the lenants and without restricting the generality of the foregoing, the sidewalks, entrances, conditions and passages not within the Premises, washrooms, lavatories, air conditioning closets, fan rooms, janitor's closets, electrical closets and other closets, stairs, escalators, elevator shalts, flues, stacks, pipe shalls and ducts and shall have the right to place such signs and appliances therein, as it doesns advisable, provided that ingress to and egress from the Premises is not unduly impaired thereby.
- (e) The Tenant shall not cause or permit any waste or damage to the Premises; any overloading of the floors or the utility, electrical or mechanical izolities of the Premises; any nuisence in the Premises; or any use or manner of use causing a hazard or annoyance to other occupants of the Building or to the Landford.



4. Receiving, Shipping, Movement of Articles

- (s) The Tenant shall not receive or ship articles of any kind except through facilities and designated doors and at hours designated by the Landlord and under the supervision of the Landlord.
- (b) Hand trucks, carryalis of similar appliances shall only be used in the Eukling with the consent of the Landlord and shall be advipped with rubber tires, slide guards and such other safeguards as the Landlord requires.
- (c) The Tenant, its agents, servants, contractors, invitees or employees, shallool bring in or take out; position, construct, install or move any safe, business machinery or other heavy machinery or equipment or anything itable to injure or destroy any part of the Building, including the Premises, without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discreto, to prescribe the weight permitted and the position thereof. He use and design of plaks, skicts or platforms, and to distribute the weight thereof. All damage done to the Builing, including the Premises, by moving or using any such heavy equipment or other office equipment or furniture shall be repaired at the expanse of the Tenant. The moving of all heavy equipment or other office furniture shall occur only by prior arrangement with the Landlord. The cost of such moving shall be paid by the Tenant. Safes and other heavy office equipment and mechinery shall be moved through the halls and contions only in a manner expressly approved by the Landlord. No ireight or builty matter of any description will be received into any part of the Building, including the Fremises, or carried in the elevators except during hours approved by the Landlord.

Prevention of injury to Premises

- (a) If shall be the duty of the Tenant to assist and co-operate with the Landlordin preventing injury to the Premises.
- (b) The Tenant shall not deface or mark any part of the Building, including the Pramises, and shall not drive nells, spikes, hooks or scraws into the walls, floors, ceilings or woodwork of any part of the Building, including the Pramises, or bore, drill or cut kilo the walls, floors, ceilings or woodwork of any part of the Building including the Pramises, in any manner or for any reason.
- (c) If the Tenant desires telegraphic or telephonic connections, the Landow, in its sole discretion, may direct the electricians as to where and how the wires are to be introduced. No gas pipal or electric wire will be permitted which has not been ordered or authorized by the Landlord. No outside radio or television antenna shall be allowed on any part of the Premises without authorization in writing by the Landlord.

6. · Windows

Except for the proper use of approved blinds and drapes, the Tenant shall not cove, obstruct or affix any object or metanist to any of the skylights and windows that reflect or admittight into any part of the Building, including, without limiting the generality of the foregoing, the application of solar films.

7. Washrooms

- (a) The Landlord shall permit the Tenant and the employees of the Tenant in common with others entitled thereto, to use the washrooms on the floor of the Building in which the Premises are situated of, in lieu thereof, those washrooms designated by the Landlord, save and except when the general water supply may be turned off from the public main or at such other times when repair and maintenance undertaken by the Landlord shall necessitate the non-use of the facilities.
- (b) The water closets and other apparatus shall not be used for any purposes other than those for which they were intended, and no sweepings, rubbish, rags, askes or other substances shall be thrown into them. Any damage resulting from misuse shall be borne by the Tenant by whom or by whose agents, servants, invitees, or employees such damage is caused.

8. Use of Premises

- (a) No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.
- (b) No cooking or heating of any foods or liquids (other than the heating of food is microwave overs or the heating of water or coffee in coffee makers or kettles) shall be permitted in the Premises without the written consent of the Landlord.



Receiving, Shipping, Movement of Articles

- (a) The Tenant shall not receive or ship articles of any kind except through facilities and designated doors and at hours designated by the Landford and under the supervision of the Landford.
- (b) Hand trucks, carryalis or similar appliances shall only be used in the Building with the consent of the Landlord and shall be equipped with rubber lires, slide guads and such other safeguards as the Landlord requires.
- (c) The Tenant, its agents, servents, contractors, invitees or employees, shall stiring in or lake out, position, construct, install or move any safe, business machinery of the heavy machinery or equipment or anything liable to injure or destroy any part of the Building, including the Premises, without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion to prescribe the weight permitted and the position thereof, the use and design of plake, skids or platforms, and to distribute the weight thereof. All damage done to the Building, including the Premises, by moving or using any such heavy equipment or other office suipment or furniture shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other office furniture shall occur only by prior arrangement with the Landlord. The cost of such moving shall be paid by the Tenant. Safes and other heavy office equipment and machinery shall be moved through the halls and comfors only in a manner expressly approved by the Landlord. No freight or bulky matter of any description will be received into any part of the Building, including the Premises, or carried in the elevators except during hours approved by the Landlord.

5. Prevention of Injury to Premises

- (a) It shall be the duty of the Tenant to assist and co-operate with the Landlandin preventing Injury to the Premises.
- (b) The Tenant shall not deface or mark any part of the Building, including the Premises, and shall not drive nails, spikes, hooks or screws into the walls, floors, ceilings a woodwork of any part of the Building, including the Premises, or bore, drill or cut life the walls, floors, ceilings or woodwork of any part of the Building Including the Premises, in any manner or for any reason.
- (c) If the Tenent desires telegraphic or telephonic connections, the Landlori, in its sole discretion, may direct the electricians as to where and how the wirer are to be introduced. No gas pipe or electric wire will be permitted which has not been ordered or authorized by the Landlord. No outside radio or television entenns shall be allowed on any part of the Premises without authorization in writing by the Landlord.

6. Windows

Except for the proper use of approved blinds and drapes, the Tenant shall not cover obstruct or affix any object or material to any of the skylights and windows that reflect or admit light into any part of the Building, including, without limiting the generality of the foregoing, the application of solar films.

7. Washrooms

- (a) The Landlord shall permit the Tenant and the employees of the Tenant in common with others entitled thereto, to use the washrooms on the floor of the Building on which the Premises are situated or, in liet thereof, those washrooms designated by the Landlord, save and except when the general water supply may be turned off from the public main or at such other times when repair and maintenance undertaken by the Landlord shall necessitate the non-use of the facilities.
- (b) The water closets and other apparatus shall not be used for any purposes other than those for which they were intended, and no sweepings, rubbish, rags, asks or other substances shall be thrown into them. Any damage resulting from misuse shall be borne by the Tenant by whom or by whose agents, servants, invitees, or employees such damage is caused.

8. Use of Premises

- (a) No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.
- (b) No cooking or heating of any foods or liquids (other than the heating of food is microwave ovens or the heating or water or coffee in coffee makers or kettles) shall be permitted in the Premises without the written consent of the Lendford.



- (c) The Tenant shall not install or permit the installation or use of any madine dispensing goods for sale in the Premises or the Building or permit the delivery of any food or beverage to the Premises without the written approval of the Landord or a contravention of the Rules and Regulations.
- (d) The Tenant shall not permit or allow any odours, vapours, steam, wear, vibrations, noises or other undestrable effects to emanate from the Premises or any aquipment or installation therein which, in the Landlord's opinion, are objectionable or cause any interference with the safety, comfort or convenience of the Building to the landlord or the occupants and tenants thereof or their agents, servants, invitees or employees.
- 9. Canvassing, Soliciting, Peddling

Canvassing, soliciting and paddling in or about the Lands and Building are prohibited.

10. Bicycles

No bicycles or other vehicles shall be brought within any part of the Lands or Building without the consent of the Landlord.

Animals and Birds .

No animals or birds shall be brought into any part of the Lands or Building without the consent of the Landlord.

Signs and Advertising

The Tenant shall not paint, affix, display or cause to be painted, affixed or displayed, any sign, picture, advertisement, notice, lettering or decoration on any part of the outside of the Building or in the Interior of the Premises which is visible from the outside of the Building. The sign to be placed on the outside of (or beside, as the case may be) the Interior door leading to the Premises shall be: (i) installed by the Landlord at the Tenant's sole cost and expense; (ii) consistent within the uniform pattern, size and design prescribed by the Landlord; (iii) the property of the Landlord end shall be maintained by the Landlord throughout the Term at the Tenant's sole cost and expense; and (iv) removed by the Landlord (or, at the Landlord's option, by the Tenant) at the sole cost and expense of the Tenant. All damage caused by the removal of such sign shall be promptly rapalred by the party that removed the sign, at the Tenant's sole cost and expense. The Tenant's obligation to observe and perform this coverant shall survive the expiration of the Term or earlier termination of the Lease.

13. Directory Board

The Tenent shall be entitled at its expense to have its name shown upon the directory board in the main lobby of the Building and in the elevator lobby on the floor on which the Premises are located (if the Premises are located on a multi-tenant floor). The Landlord shall design the style of such identification and shall determine the number of spaces available on the directory board(s) for each lengart. The directory board(s) shall be located in an area designated by the Landlord.

14. Non-Smoking Building

The Building is a NON-SMOKING building and the Tenant, ils employees and invites shall not smoke within the Building at any time.

SCHEDULE "E" - INDEMNITY AGREEMENT

THIS AGREEMENT is dated theday of 20	
BETWEEN:	
THE CADILLAC FAIRVIEW CORPORATION LIMITED (lins "Landlord")	•
	OF THE FIRST PART
• and •	
, A	
(the "indemnities")	
•	OF THE SECOND PART

- 1. (a) The Indemnilier hereby agrees with the Landlord that at all times during the Term of the Lease and any extensions or renewals thereof or overholding by the Terant under the Lease, it will (1) make the due and punctual payment of all Rent, intonies, charges and other amounts of any kind whatsoever payable under the Lease by the Terant whether to the Landlord or chawise; (ii) effect prompt and conclutions contained in the Lease on the part of the Terant to be kept, observed and performed; and (iii) Indemnily and save harmless the Landlord from any loss, costs or damages arising out of any failure by the Terant and the Indemniliar to pay the aforesald Rent, monles, charges and other amounts of any kind whatsoever payable under the Lease or resulting from any letture by the Terant and the Indemnilier to observe or perform any of the terms, covenents and conditions contained in the Lease.
 - (b) The indemnifier's coverants and obligations set out in paragraph (a) above will notbe affected by any diseffirmence, disclaiment, repudiation, rejection, termination or unenforcesbility of the Lease or by any other event of occurrence which would have the effect at law of terminating any obligations of the Tenant prior to the termination of the Lease whether pursuant to court proceedings or otherwise and no summade; of the Lease to which the Landford has not provided its mitten consent (all of which are referred to collectively and inclinities in his Agreement as an "Unexpected Termination"), and the occurrence of any such thespected Termination shall not reduce the period of time in which the indemnifier's covernals and obligations hereunder apply, which period of time includes, for greater cartainty, that part of the Term of the Lease and any extensions or renewals thereof which would have followed had the Unexpected Termination not occurred.
- 2. This indemnity is absolute and unconditional and the obligations of the Indemnifier and the rights of the Lendlard under this indemnity shall not be projudiced, waived, released, discharged, mitigaled, impaired or affected by (a) any extension of time, induspences or modifications which the Lendard extends to or makes with the Tenant in respect of the performance of any of the obligations of the Tenant (or anyother obligated Person) under the Lease; (b) any waiver by or failure of the Landord to enforce any of the tems, covernants and conditions contained in the Lease; (c) any Transfer under Article VIII of the Lease by the Tenant or by any trustee, receiver, liquidator or any other Person; (d) any consent which the Landord gives to any such Transfer; (e) any amendment to the Lease or any waiver by the Tenant of any of its rights under the Lease; (f) the explication of the Tenm or (g) any Unexpected Termination (as that term is defined in Section 1(b) above). The obligations of the Indemnifier are as primary obligor and not as a guaranter of the Tenant's obligations.
- 3. The Indemnition hereby expressly waives notice of the acceptance of this Indemnity Agreement and all notice of non-performance, non-payment or non-observance on the part of the Tenant of the terms, covenants and conditions in the Lease. Notwithstanding the longoing but without prejudicing the foregoing, any notice which the Landiord desires to give to the Indemnitier shall be sufficiently given it delivered to the Indemnitier, or, if malled, by propaid registered mait addressed to the Indemnitier at the Premise, or, at the Landiord's option, at the address. If any, set forth above and every such notice is deemed to have been given upon the day it was delivered, or if malled, forty-eight (48) hours after the date it was maled. Deeplie what is stated above, the Indemnitier acknowledges that if its address is stipulated as a post office box or nural route number, then notice will be considered to have been sufficiently given to the Indemnitier if desivered or sent by registered mall to the Premises or, where notice cannot be given in pason upon the Premises, by posting the notice upon the Premises. The Indemnitier may designate by notice in writing a substitute address for that set forth above and thereafter notice shall be directed to such substitute address. If two or more Persons are named as Indemnitier, such notice given hereunder or under the Lease shall be deemed sufficiently given to all such Persons if delivered or mailed in the foregoing manner to any one of such Persons.
- 4. If an Event of Default has occurred under the Lease or a default under this indemnity, the Indemnitier warves any right to require the Landont to (a) proceed against the Tenant or pursue any rights or remedies against the Tenant with respect to the Lease; (b) proceed against or exhaust any security of the Tenant hald by the Landlord; or (c) pursue any other remady whatsoever in the Landlord's power. The Landlord has the right to



enforce this Indemnity regardless of the acceptance of additional security from the Tenant ad regardless of any release or discharge of the Tenant by the Landlerd or by others or by operation of any is.

- Without limiting the generality of the foregoing, the liability of the Indamnifier under this indentity is not and la not deemed to have been waived, released, discharged, impaked or affected by reasond the release or discharge of the Tenant in any receivership, bankruptcy, winding-up or other creditors' proteotings or any Unexpected Termination (as that term is defined in Section 1(b) above) and shall continuation espect to the Term as if an Unexpected fermination or any receivership, bankruptcy, wind-up or other creditors' proceedings had not occurred, and furtherence hereof, the Indamnifier agrees, upon any such Unexpected Termination or any receivership bankruptcy, wind-up or other creditors' proceedings, that the Indemnifier shall, at the option of the Landard, exercisable at any itms after such Unexpected Termination or any receivership, bankruptcy, wind-up or other creditors' proceedings, become the Tenant of the Landlord upon the same terms and conditions as a contained in the Lease, applied mutatis mutandis. The liability of the Indemnifier shall not be affected by sty failure of the Landlord to exercise this option, nor by any repossession of the Premises by the Landard provided, however, that the not payments received by the Landlord after deducting all costs and expenses of repossessing and relating the Premises shall be credited from time to time by the Landard against the independence of the Indemnifier hereunder and the Indemnifier shell pay any balance owingly the Landard from time to time immediately upon demand.
- 6. No action or proceedings brought or instituted under this indemnity and no recovery in pursuance thereof shall be a bar or defence to any further setton or proceeding which may be brought under the indemnity, by reason of any further default or default hereunder or in the performance and observants of the terms, coveragits and conditions contained in the Lease.
- Mo modification of this intermity shall be effective unless it is in writing and is executed by both the indomnities and two authorized representatives of the Landlord.
- The indemnifier shall, without impling the generality of the foregoing, he bound by this indemnity in the same manner as though the indemnifier were the Tenant named in the Lease.
- 9. If two or more individuals, comporations, partnerships or other business associations (or anyombination of two or more thereof) execute this indemnity as indemniter, the liability of each such individual, comporation, partnership or other business association hereunder is joint and several. In like menner, if its indemnitier named in this indemnity is a partnership or other business association, the members of which are by virtue of statutory or general law, subject to personal liability, the liability of each such member is joint as several.
- 10. All of the terms, covenants and conditions of this Indemnity extend to and are binding upon its Indemnition, his, her or its heirs, executors, administrators, successors and easigns, as the case may be and enure to the benefit of and may be enforced by the Landlord, the owner or owners from time to lime (alter than the Landlord) of the freehold or lessehold title of the Building and any Mortgages.
- 11. The expressions "Building", "Evant of Default", "Landlord", "Tenant", "Rent", "Term", and "remises" and other terms or expressions where used in this indemnity, respectively, have the same mesting as in the Lease.
- 12. The use of words in the singular or plural, or with a particular gender, shall not limit the scoper exclude the application of any provision of this Agreement to such parson or porsons or circumstances at the context otherwise permits.
- The undersigned, as indemnifier, hereby represents and warrants to and covenants and agrees with the Landlord that:
 - (a) notwithstanding the foregoing or any performance in whole or in part by the indentifier of the covenants of this indentity, the indentifier shall not, except at the option of the tendiord, have any entitionment to occupy the Premises or otherwise enjoy the benefits of the Tendi under this Lease:
 - (b) the indemnitier has full power and authority to enter into this Agreement and a perform the indemnitier's obligations contained herein;
 - (c) this Agreement is valid and binding upon the indemnifier and enforceable against the indemnifier in accordance with its terms; and
 - (d) In entering into this Agreement, the Indemnifier, if a corporation, is not contravening Section 42 of the Alberta Business Corporations Act, S.A. 1981, Ch. 3-15 or Section 44 of the Cardia Business Corporations Act, R.S.C. 1985, Ch. C-44, as the case may be, as these Acts may be amended from time to time, or any statute that replaces or supersedes those Acts.
- 14. If a part of this Agreement or the application of it to any Person hereunder or circumstance is to any extent hold or rendered invalid, unenforceable or illegal, that part
 - is independent of the remeinder of this Agreement and is severable from it, and is invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Agreement; and
 - (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any Person hereuxder and circumstance, except those as to which it has been held or rangered invalid, unanisocoable or diegat.
- 15. The Indemnifier agrees to execute such further assurances in connection with this Agreement as the Landlord may reasonably require.
- 16. This Agreement shall be construed in accordance with the laws of the Province.



- 17. This Agraement is the sole agrosmant between the Landlord and the Indemnitier relating to the indemnity and there are no other written or verbal agreements or representations relating thereto. This Agraement may not be amended except in writing and signed by the indemnitier and two authorized representatives of the Landlord.
- 18. Wherever in this Indomnity reference is made to either the Landford or the Tenant, the reference is clasmed to apply also to the heirs, executors, administrators, successors and assigns of the Landford and the heirs, executors, administrators, permitted successors, and permitted assigns of the Tenant. Any assignment by the Landford of any of its interests in the Lease operates automatically as an assignment to such assignee of the benefit of this Indomnity.

IN WITNESS WHEREOF the Landlord and the Indomnillar have signed and sealed this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of

	(Lendlord)
Per:	
	Authorized Signature
Per:	•
	Authorized Signature
	•
•	
	(Indentation
Per	
	Authorized Signature
Per:	
	Authorized Signature

APPENDIX, "A" - THE GUARANTEES ACKNOWLEDGEMENT ACT

CERTIFICATE OF NOTARY PUBLIC

ı. <u> </u>	of	·····	, hão Provinc
of	, the guarantor in the g	juarantee (referred to i	n said guarantees the
. "Indemnifiar")	dated made bet	ween	and
	, which this certificate is atta	sched to or noted upon	, appeared in pason before
me and acknov	Medged that he/she had executed	d line guarantes:	•
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of the contents	of the guarantee and understand	sit ·	
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THIS AGREEMENT is deled the 31st day of May, 2008.

BETWEEN:

٠.

THE CADILLAC FAIRVIEW CORPORATION LIMITED

OF THE FIRST PART

- und -

NORTH AMERICAN OIL SANDS CORPORATION
((the Tenent!")

OF THE SECOND PART .

WHEREAS:

- A. By a lease dated the 11th day of October, 2005, and made between the Landlord of the Terrard (the "Lease"), the Landlord leased to the Terrard for and during a term of four (4) years and obven (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, coverants and conditions contained to the Lease, certain premiers containing an aggregate Raniable Area of approximately twelve focusand strying (12,051) quare fast of Raniable Area on the stiff floor and approximately twelve floorest strying free (12,051) square fast of Raniable Area on the stiff floor and approximately twelve floorest price (12,051) square fast of Raniable Area on the stiff floor (collectively, the "Original Pranises"), of 83-3th Avenue S.W. (the "Building"), in the City of Osigary, in the Province of Alberta:
- B. The peries have egreed: (i) to expand the premises leased by the Tenant pursuants the Lease to include certain additional premises located on the seventh (7th) floor of the Suitting and comprising (a) a Rentable Area of approximately five factured seven hundred; anderly one (6,781) square sizes shown cross-hetched in pive on Schedule 1922 attached hereto (the "First Expansion Premises", and (b) a Rohtable Area of approximately two theurend four hundred (2,400) square feel as shown cross-hetched in grean on Schedule 19-2" attached hereto (the "Second Expansion Premises"). The Orbital Premises for the First Expansion Premises are hereinafter orderly informed to us the "Premises", (ii) to extend the Telm in respect of the whole of the Premises, such hat same shall expire on June 30, 2018, and (til) to otherwise amend the Lease in accordance with the terms and conditions therefore sol ferth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that is consideration of the sum of two dollars (\$2,00) now paid by each of the purper to the other (the receipt and sufficiency whereif is hereby acknowledged), and either mutual covenients and agreements, the paulies do hereby agrees follows:

- The parties bareby acknowledge, confirm and agree that the lovegoing recibil are true insubstance and in fact.
- 2. Provided this Agraement has been executed by the Landord and the Tenent and subject to the terms and conditions herein contained the Tenent shall be provided with possession of the (a) First Expansion Premises on June 1, 2006 (the "First Expansion Data"), and (b) the Second Expansion Premises on March 1, 2007 (the "Second Expansion Data"). The Tenent acknowledges be agreed that (i) 3 shall accept possession of the First Expansion Premises and Second Expansion Premises in an "assis" condition as of the First Expansion Dots and Second Expansion Data, as applicable, (f) is Lundlord less ne responsibility or Inability for making any restoration, alteration or Improvements in or to the First Expansion Premises, and (iii) all further recovarions, abstrations or improvements in or to the First Expansion Premises, and Second Expansion Premises and Second Expansion Premises are improvements in or to the First Expansion Premises and Second Expansion Premises
- 3. The Tanant acknowledges and agrees that it shall be reaponable for obtaining at necessary building permits and approvals, as required by celevant regulatory authorities, for any impresent work in respect of the First Exponsion Premises or Second Exponsion Premises and that such permits and approvals must be secured prior to the commencement by the Terrant of any improvement work. If required by municipal authorities, the Tenant will also make application for an occupancy endificate for the First Exponsion Premises and Second Exponsion Premises upon completion of the Tenants improvement work. The Tenant shall submit to the Lendord details of any proposed improvement work, including four (4) tets of detailed working drawings and appetitioning prepared by qualified architects or

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engineers conforming to good cognisating practice. All effections to the Fris Expansion Premises and Second Expansion Premises what he in compliance with the terms and conditions set forth the Lease, and in particular, Section 5.03 of the Lease.

- 4. The Lease is amended as of the 1st day of June, 2006 (the "Effective Date") as falors:
 - (A) Section 1.07 is hereby deleted and replaced with the following:

"Section 1.01 Grant and Promises

In consideration of the parformance by the Tenant of its obligations under to Lease, the Landord leases the Premises to the Tenant for the Terra. The Premises to Gottled on floors 7, 8 and 9 of the jibulating and have an aggregate Ranketto Area disproximately thirty two thousand lines hundred twenty five (32,325) square feet, company as follows:

- (a) the area shown cross-hatched in red on the floor plan attacked hereto as Schedule "B" (the "Ohr Froor Premises") having a Renfable Area disproximately we've thousand skily one (12,061) square feet;
- (b) the area shown cross-imbrided in red on the floor plan attacks hereto as Schadule "B-1; (the "9th Floor Promises") having a Radiale Area of soppoximately lively of thousand seventy three (12,073) equate feet
- (c) the size shown cross-halched in blue on the floor plan stacked hardio, as Schedule "B-2" (the "First Expansion Promises") baving a Rushio Aroa, of opproximately fire thousand seven hundred ninety one (5,791) soon lest and
- (d) the area shown cross-halched in green on the floor plan attacks herato as Schadule "B-2" ((the "Second Expansion Premises") having a Relable Area of approximately two thousand four hundred (2,400) square feet.

As soon as reasonably possible effor completion of construction in respect of time First Expansion Premises and Second Expansion Premises (collectively, its 17th Floor Premises), the Landdord shall measure the Net Renizable Area of the 7th Floor Premises and Find the Area of the 17th Floor Premises and Find shall be adjusted accordingly. The 7th Floor Premises, 8th Floor Premises and 9th Floor Premises at the 18th Floor Premises and Find Floor Premises and Find Floor Premises and Find Floor Premises at the 18th Floor Premises and Find Floor Premises at the 18th Floor Premises at th

(3) Section 1,02 is hereby delated and replaced with the following:

Section 1.02 Term

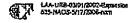
The Term of this Leade with respect to the:

- 8th Floor Premises and 9th Floor Premises is tivelys (12) years and eight (8) months, from the 1st day of November, 2005 to the 30th day of Jazz, 2618;
- (b) the First Expansion Premises is twelve (12) years and one (1) main, from the 1st day of June, 2006 to the 30th day of June, 2016; and
- (c) the Second Expansion Premises is alaren (11) years and four (4) conths, from the tall day of Merch, 2007 to the 30th day of June, 2018.
- (C) Section 2.02 is hereby dislated and replaced with the following:

"Section 2.02 Net Rant.

The Tenent shall pay Nel Root as follows:

- (i) during the period from and including November 1, 2005 to and including May 31, 2006, the sum of THREE HUNDRED WINETY TWO THOUSAND ONE HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY CENTS (\$32,177.50) per annum payable in equal conneculive monthly instalments of THETY TWO THOUSAND BUG HUNDRED SIGHTY ONE DOLLARS AND FORTYSTX CENTS (\$32,581,46) each in advance on the first day of each calendar month during the alorestal funded. The Not Rent is based on an onnumb tate of SIXTEEN DOLLARS AND TWENTY FIVE CENTS (\$15,25) per source foot of the Rentables Area of the 4th Floor Premises and 9th Floor Premises;
- (ii) ouring the period from and including June 1, 2005 to add including February 28, 2007, the cum of FIVE HUNDRED FIFTY SEVEN THOUSAND TWO HUNDRED TWENTY ONE DOLLARS (\$557,221,00) per annum payable in equal consecutive monthly instalments of FORTY SIX THOUSAND FOUR HUNDRED



- 2 -

THIRTY FIVE DOLLARS AND EIGHT CENTS (\$46,435.08) sach advances on the first day of each calendar month during the alorestal period. The Net Rent is based on an annual rate of SOTTEEN DOLLARS AND TWENT FIVE CENTS (\$16.25) per square food of the Rentable Area of the 8th Floor Printless and glip Floor Premises and TWENTY EIGHT DOLLARS AND FIFTY (577S (\$28.50) per square food of the Rentable Area of the First Expension Premises.

- (iii) coing the period from and tricketing March 1, 2007 to and tricketing August 31, 2007, the sumid SEX HUNDRED TWENTY FIVE THOUSAND SE HUNDRED TWENTY ONE OCLLARS (\$525,821.00) par around period in equal consecutive ministry installments of FIFTY TWO THOUSAND CE HUNDRED THOSTY FIVE DOLLARS AND EIGHT CENTS (\$25,135.00) each advance on the first day of each celendar month during the aforestid period. The Not Rent to based on an around rate of SIXTEEN DOLLARS AND TWENTFIVE CENTS (\$16,25) per square foot of the Rentiable Area of the 5th Floor Premises and 5th Floor Premises.
- (iv) during the pariod from and including September 1, 2007 to and Including September 30, 2010, the sum of SEVEN HUNDRED FORTY TRUSAND TWO HUNDRED FIRTY SEVEN DOLLARS AND FIFTY CENTS (\$70,257:50). Paramum payable in equal consecutive monthly incluments of SIXTY ONE THOUSAND SIX HUNDRED EIGHTY EIGHT DOLLARS AND THIRTEEN CENTS (\$11,688.53) each in advance on the first day of each calculate month during the alogeoide period. The Nel Reni to besed on an actual rate of TWENTY ONE DOLLARS (\$21,00) per square foot of the Renibit Area of the 8th Floor Premises and TWENTY EISH DOLLARS AND FIFTY CENTS (\$28.50) per square foot of the Register Area of the 7th Floor Premises.
- (v) during the period from and including Ocuber 1, 2010 to and including June 30, 2013, the sum of NINZ HUNDRED SIXTY NINE THOUSAND FIRE HUNDRED THIRTY OOLLARS AND FIFTY CENTS (\$969,530.50) per arean payable in equal consecutive monthly instalments of EIGHTY THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS AND TWENTY ONE CENTS (\$967,94.21) such in advance on the first day of each calendar month during the aforcessid period. The Nitl Ron is besed on an annual rate of THIRTY DULLARS AND FIFTY CENTS (\$30.50) per equare foot of the Rentable Area of the 8th Floor Promises and 9th Fiber Promises; and Fiber Promises.
- (vi) during the pariod from and including July 1, 2013 to and including late 30, 2018, the sum of NINE HUNDRED EIGHTY FIVE THOUSAND NIME HUNDRED TWELVE DOLLARS AND FIFTY CENTS (985.912.50) per smart payable in equal consecutive monthly instatements of EIGHTY TWO THUSAND ONE HUNDRED FIFTY NIME DOLLARS AND THRITY EIGHT CENTS (82,159.38) each in advance on the first day of each celoridal north during the signostation period. The Net Rent is besed on an annual rate of THRITY DOLLARS AND FIFTY CENTS (830.50) per square fool of the Rentable Area of the Premises."
- (D) Section 11,18 of the Leads is deleted in its entirely and replaced with the islowing:

Section 11.18 Right of First Offer

Subject to any rights in respect of the Premises granted as of the dated this Lease to tenanth of the Bullding, and provided that the Tenant is North America Oil Sancis Corporation, is itself in occupation of and conducting business in the whole of the Premises and is not in default under this Lease, and provided further but no Event of Dissuit has occurred under this Lease, then the Tenant shall have a non-assignable right of the utiler to case during the Term (excluding any extension thereof), on the terms and conditions more particularly sat forth to the Section

(i) the space identified on Schedule "8-3" sitsched to this Lesse which is keeped at the 7th floor of the Building and contains a Rentable Area of approximately three thousand eight frunded seventy three (3,873) square feet (the "Space").

in the event that the Space becomes vacant and available for lease during the Term fexcluding any extension thereoff, then the Landlard shall deliver to its Tenant a written notice indicating the date when the Space shall be evaluable to occupancy by the Tenant (the "Designated Date"). If the Tenant elects to lease the Space on

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-3-

the Designated Date, the Tenant shall deliver written notice to the Indiord of He intention to do so within tive (5) business days of receipt of the Luderd's notice and the Terrant shall, within ten (10) days after delivery thereof by the Landlord, execute a lease emending agreement for the Space on the same terms and conditions as the Lease, except that:

- the term of the lease for the Space shall commence on the beignated Date and shall thereafter be coterminous with the Torm of the Luce for the (7) Premises:
- the Space shall be deatt with as a whole and the Tenari shall not be entitled to lease only a portion of the Space; (ii)
- the Tenant shall accept the Space in an "ex-la" condition on the Designated Date, with no Landlord's work to be performed and then their be no inveshed improvement allowance, rout these periods or other similar inducaments in respect of the Space; and (0)
- the net rent payable in respect of the Space shall be in accommon with the Landord's runtal activities for office space in the Subling as of the Designated Date, provided that in no event shall the net not payable, in respect of the Space so less than \$21.00 per square foot of Se Rentiable Area of the Space per annum.

If the Tenant falls to notify the Landlord of its intention to exercise English of first offer in respect of the Space within the time parted and in the mome set forth above, this right of first offer shall be not and void and of no furth force and affect. If the Tenant gives such appropriate sodice within the line talk and out herein, the Tenant shall forthwith execute the documentation subsidied by the Landlord as hereinbefore solout.

Section 11.18 shall be detailed in its entirety and replaced by the following:

Section 11.19 Parking

The Landlord agrees to make available to the Tenant during the Ten, and the Tenant agrees to license from the Landlord throughout the Term, pathsy stolls as

- 5 reserved underground stalls at the Suilding until February 2t, 2007, and thereafter 7 reserved underground stalls at the Building 2 reserved stells at the parking facility currently known as Contennial Perkade* (11)
- e random stalis at the parking tacilly currently known as Contennial Parkade" water Friend 25, 2001 and 9 Manager 010

The Tenent shall license such stalls at the pravailing monthly rates bing charged by the Landford (or purking facility operator) from time to time. The Tenent agrees to sign the Landford's standard form parking agreement in respect of its use of

- Section 11.20 of the Lease is hereby deleted in its entirety.
- A new Section 11.21 is added to the Lease as follows:

"Seation 11.21 -Additional Exhausion Space

Provided that the prior rights of any other tenants in respect of the Additional Expansion Space (as hereinatter defined) have been valved and provided the Tonant is not in default under this Lease or any lease with the Landing the "Encor-Premises", then during the Tonan of this Lease (including any extension thereof pursuant to the terms of Section 14.22), the Tenant sholl have a right of first offer to lease additional space within the Building comprising up to a apprepare Rankable Area of approximately forty live thousand (A5,000) square feet (the "Additional Expansion Space"), on the terms set out below:

- the location and availability of the Additional Expansion Spice shall be determined by the Landford to the Landford's sole discretion and shall be lessed in full floor increments only:
- in the event that all or any part of the Additional Expansion Space becomes available for re-jeasing after having been located by another teams during the Term, then the Landford shall deliver to the Tenant a writen policy

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containing all relevant information pertaining to the terms ad conditions upon which the Landlord would be prepared to tease such Additional Expansion Space, which terms and conditions shall be traditional support of the property of the property of the property of the support of the property of the support of the suppor

- (iii) the Additional Expansion Space offered on each occasion is the Torrent pursuant to this Section 11.21 to the dealt with as a whole adding Torrant chall not be addition to least only a portion of the Additional Expansion offer. The Tenant acknowledges that the Additional Expansion Space will not be deemed to be available for releasing as a linearly of a request for the Landtra's casent to an assignment, sublicting or other Transfer or a transval or attention of leasts by an existing terrant or its assignment, whether by option or jobaries; and
- (iv) If the Tenant exercises its right to lease Additional ExpansionSpace as set forth above, the Additional Expansion Space shall become part of the Premises and front shall commence and access with respect to such Additional Expansion Space on the data set out in the Expansion Offer (the "Expansion Date"), which date shall not be less than 53 days after recoipt by the Tenant of the Expansion Offer. The Tenantshall lease is Additional Expansion Space on the tenas and conditions and out in this lease, save and except that [i] the Tenant shall accept the Additional Expansion Space and except that [i] the Tenant shall accept the Additional Expansion Space along the psychola, (ii) the term of these for the Additional Expansion Space shall be payable, (ii) the term of the Lease for the Premises, (iii) the net rant psycholo in respect of the Additional Expansion Space shall be accordance with the Landicrote antist excepts for office space in the Expansion Cate, and (iv) the Tenant shall be satisfied to license additional aparting statis to be located, in the Landicrote sole discretion; at the Building facility or the Contennate Particle, in the cate of one (1) additional expansion Space leased by the Tenant.

If the Tenant exercises its right to expand into Additional Expansion Space in accordance with the terrar and conditions set forth in this Section 11.21, the Tenant agrees to execute a lezzo amending agreement as prepared by the Landford within ten (10) days of delivery thereof to give offect to the foregoing terms of the lesse for the Additional Expansion Space.

(H) A new Section 11.22 is hereby added to the Lease as follows:

Section 11.72 Extension of Term

Provided that:

- (i) the Yenant is NORTH AMERICAN OIL SANDS CORPORATION, is itself in occupation of and conducting business in the whole of the Frankes and the Enter Premises and is not in default under the terms of this tease or the Enter Loase:
- (ii) the Tenant concurrently exercises its right to extend the term of the Encor Lease for a further period of five (5) years, in accordance with the terms and conditions of the Encor Lease; and
- (33) the Tenant has given written notice to the Landlord no less than tweive (12) months and no more than eighteen (18) months prior to the expiration of the initial Term, of its intention to exercise the within option to extend.

then the Lundlord will grant to the Tenant the right to extend the Term of the Lease for the Fromtees on an "see le" basis for a further period of tive (3) years (the "Extension of Term"), commencing upon the expiration of the initial Tom, and such Extension of Term shall be upon the same tamps and conditions as during the Term, save and except: (f) there shall be no further right to extend the Term, (f) there will

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be no inducement or learnhold improvement offerwance payable to its Tenant, (iii) there will be no confirms or similar period, and (iv) the rental rate payable in respect of the Premises during the Extension of Term will be based on its rental rate indicated on the Landbard's pravailing rental schedule for comparable place in the Building at the Sms of the exercise by the Tenant of this option to social.

The Landlard may, at its option, require that the Tomant [i] execute zero ingree on the Landlard's standard leave for the Bulloing currently in use at its time of the Tenant's exercise of the option to extend, or (ii) enter into an extendes presentent in order to give affect to the Extension of Term and the revised result, it too Tenant that is desired to have exercised the option to extend un the tent referred to above upon delivery of said notice to the Landlard whether or not such new leaves of extension agreement is executed.

if the Fensat falls to give the appropriate natice within the sime limitest out herein for extending the Form, then this option to extend shell be null and vid and of no further force or affect; if the Fenant gives such appropriate notice within the time limit set out berein for extending the Form it will forthwith execute the documentation submitted by the Landford and hereinbefore set out either the days of its receipt thereof."

- (I) Schedules "B-2" and "B-3" of the Lease are harply deleted and replaced with Schedules "B-2" and "B-3" attached heroto.
- 5. The Tenant hereby extractedees their pursuant to a lease deled March 1, 1999, as amended and extended (the "Arsenal Lease") between Arsenal Energy for, and the Landord, where Energy for, currently leases the 7th Floor Premises from the Landord for a term expling February 26, 2007. Accordingly, the Tenant agrees that this Agreement to conditional on the termination of the Arsenal Lease on or prior to May 31, 2006. If the Landord fails to provide the Toront with written netheral Lease and established or where of this condition on or prior to May 31, 2006, then (1) this Agreement shall be multi-and void and on turbus force and esteed, and (3) the terms of the offer detect April 5, 200 (the "Offer") between the Landord and Tenant establishment in this force and effect and (3) the terms of the offer detect April 5, 200 (the "Offer") between the Landord and Tenant establishment in this force and effect and the execution of it required documentation in respect thereof.
- 6. The paries confirm that in all other respects, the terms, coverents and conclious of the League raman unchanged and in full force and effect, except as modified by this Agreement. It is extended and agreed that all terms and expressions when used in this Agreement, unless a contra intention is expressed breath, have the same meaning as they have in the League.
- This Agreement small enurs to the benefit of and be binding upon the partie barelo. the successors and seeigns of the Landlord and the permitted successors and permitted saigns of the Temant.

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

Per Authorized Signature

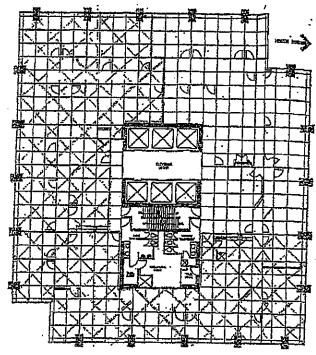
NORTH AMERICAN Oil SANGS CORPORATION

Per Authorized Signature

TO STANDS SUBSTITUTE STANDS OF THE STANDS OF

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635 - 8th Avenue S.W. 7th Floor



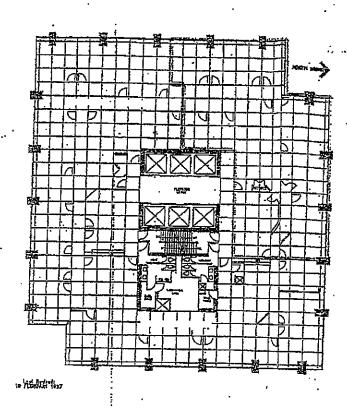
re William Farr

The purpose of this plan is to identity the approximate location of the 7th Floor Premises in the Suiting.

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635 - 8th Avenue S.W. 7th Floor



The purpose of this plan is to identity the approximate location of the Space in the Building.

THIS AGREEMENT is dated the 24th day of November, 2008.

SETWEEN:

THE GADILLAC FAIRVIEW CORPORATION LIMITED (the "Landlost")

OF THE FIRST PART

- and -

NDRTIT AMERICAN OIL BANDS CORPORATION (the "Tenent")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 11th day of October, 2005, and made between the Landard and the Tenant (the Tesas"), the Landard leased to the Tenant for and during a term of four (4) year and eleven (11) months, from and including the 1st day of November, 2005, to and including the 30b key of September, 2010 (the Term"), subject to and upon the terms, coverants and conditions contained in the lease, cattain premises containing an appropriate Reniable Area of approximately twenty but the tenant one hundred thirty four (24,134) square feet, comprised of approximately twenty tent the tenant series (20,031) equare feet of Reniable Area on the 2th floor, and approximately twelve thousand series (12,073) equare feet of Reniable Area on the 2th floor (collectively, the "Original Premises"), if G35-3th Avanue S.W. (the "Building"), in the City of Calgary, in the Province of Afterta.
- By a lease amending agreement dated the 31st day of May, 2006 (its 'First Amending Agreement'), the Landard and Tomani agreed to: (i) expand the Original Premises's Includes contain additional premises incelled on the seventh (7th) floor of the Building and comprising (i)s Rentable Area of approximately live thousand seven introduct dutally one (5,791) square feet (for First Expansion Premises'), and (b) a flankble Area of approximately two thousand four hundred (2,40) square feet (for 'Second Expansion Premises'), (i) amend the Term of the Lease to expire on June 3, 2016, and (ii) otherwise amend the Lease in accordance with the forms and conditions more particularly set forth in the First Amending Agreement. The lease, as amended by the First Amending Agreement is increasing referred to as the 'Lease'.
- C. The Landlord and Tenant have agreed to: (f) further expand the premises lead by the Tenant pursuant to like Leess to include certain additional premises located on the twelfh (Eth) floor of the Bullding and comprising (a) a Rantable Area of approximately five thousand one hadded turity five (5,135) square (ext as shown cross-hatched in rod on Schedule "B-4" attached herio (the "Third Expansion Premises"), and (b) a Rantable Area of approximately six thousand not incoded fifty two (6,952) square (set as shown cross-hatched in blue on Schedule "B-4" attached herio (the "Fourth Expansion Premises"), and (ii) to otherwise amond the Leass in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sun of two dollars (\$2,00) now path by each of the porties to the other (the receipt and sufficiently warrent is hereby seknowledged), and other multiplicoverants and agreements, the parties do hereby syste as followed:

- The parties hereby acknowledge, continue and agree that the foregoing regals are true in substance and foliact.
- 2. Provided this Agreement has been executed by the Landford and the Tenant and subject to the terms and conditions herein contained, the Tenant shall be provided with possession of; (a) the Third Expansion Date"), and (b) the footh Expansion Premises on September 1, 2007 (the "footh Expansion Date"). The Tenant acknowledges and agrees that (i) it shall accept possession of the Third Expansion Premises and Fourth Expansion Premises in an "as-th" condition as of the Third Expansion Date are provided as a pulsable. (ii) the Landford has no responsibility or tlability for making any renovation, otheration or improvements in or to the Third Expansion Premises, and (iii) all further renoxinon, alterations or improvements in or to the Third Expansion Premises and Fourth Expansion Premises are fourth Expansion. Premises are fourth Expansion Premises are the sole responsibility of the Tenant and shall be undertaken and completed at the Tenant's expanse and strictly in accordance with the previsions of the Lease.

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- 3. The Tenant schooledges and agrees that it shall be responsible for obtaining all necessary building permits and approvals, as required by relevant regulatory authorities, for objectment work in respect of the Third Expansion Premises or Fourth Expansion Premises and but such permits and approvals must be secured prior to the commoncement by the Tenant of any howeverent work. If required by municipal authorities, the Tenant will also make application for an expansion Certificate for the Third Expansion Premises and Fourth Expansion Premises upon complaint of the Tenant's improvement work. The Tenant strail submit to the Landlard details of any proposition tower net work, including four (4) sets of detailed working drawings and submitted prepared by quiffed architects or engineers conforming to good engineering practice. All attentions to the Third Expansion Premises and Fourth Expansion Premises shall be in complaince with the terms and conditions at forth in the Lease, and in particular, Section 5,03 of the Lease.
- 4. The Leasa is amended as of the fat day of July, 2007 (the "Effective Data") stickows:
 - (A) Section 1.01 is hereby deleted and replaced with the following:

Section 1.01 Grant and Premises

in consideration of the performance by the Tenant of its obligations user this Lease, the Landlord leases the Prantices to the Tenant for the Torm. The Prantice are located on floors 7, 8, 9 and 12 of the Sulking and have an aggregate functible. Area of approximately forty four thousand four hundred twelve (44,412) square lest, comprised as follows:

- (a) The area shown cross-floid-soft in red on the floor plan stached hereto as Schedule "8" (the "8th Floor Premises") having a Reatable Area of approximately braine thousand staty one (12,051) aguera feet;
- (b) the area shown cross-haldhed in red on the floor clear disched hereto as Schedule "8-1" (the "9th Floor Promises") having a Asniable Area of opproximately twelve thousand seventy three (12,073) squarefeat;
- (c) The area shown cross-helched in blue on the floor plan alloched hereto as Schadule "B-2" (the "First Expension Premises") having a Randeble. Area of approximately two thousand seven hundred ninety one (5,791) square feet.
- (d) the area shown cross-holdhed in green on the floor plan alached hereto as Schedule "8-2" (the "Stoond Expansion Premises") having a Rentable. Area of approximately two thousand four hundred (2,400) square feet;
- (e) the area shown cross-hatched in red on the floor plan disched hereto as Schedule '6-4' (the "Third Expansion Pramises") having a flentable. Area of approximately five thousand one hundred thirty live (5,125) source feet; and
- (f) the area shown cross-halched is blue on the floor plan trached hereto as Schedule "B-4" (the "Fourth Expansion Premises") having a Rentable Area of approximately six thousand nine hundred fifty two (8,952) squar feet.

The First Expansion Premises and Second Expansion Premise are hereinsfler collectively referred to as the "7th Floor Premises" and the Third Expansion Premises and Fourth Expansion Premises are hereinables collectively referred to as the "12th Floor Premises". Upon examinion of construction in respect of the 7th Floor Premises and the 7th Floor Premises and 12th Floor Premises and team to the 7th Floor Premises and 12th Floor Premises and calculate the Remisble Are of the 7th Floor Premises and 12th Floor Premises, in which case Remi shall be adjusted accordingly, The 7th Floor Premises, 8th Floor Premises, 9th Floor Premises and 12th Floor Premises shall hereinaliar collectively be referred to as the "Premises".

(B) Section 1.02 is hereby deleted and replaced with the following:

Section 1.02 Term

The Term of this Lease with respect to that

- (a) 8th Floor Premises and 9th Floor Premises is fweive (12) year and eight (8) months, from the 1st day of November, 2008 to the 30th day dished, 2018;
- (b) the First Expansion Premises is twelve (12) years and one (i) month, from the 1st day of June, 2008 to the 30th day of June, 2010;
- (c) the Second Expansion Premises is eleven (11) years and for (4) months, from the 1st day of March, 2007 to the 30th day of June, 2018;

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- (d) the Third Expansion Premises is aleven (11) years, from the field day of Judy, 2007 to the 30th day of Judy, 2018; and
- (s) the Fourth Expansion Premises is ten (10) years and (antil) months, from the 1st day of September, 2007 to the 30th day of June, 2016.
- (C) Section 2.02 is iteraby detailed and replaced with the following:

"Section 2.02 Not Rent

The Teneral shall pay Nel Rent as follows:

- during the period from and including November 1, 2005 to ad including May 31, 2005, the aum of THREE HUNDRED NINETY TWO THOUSAND ONE HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY CENT (\$392,177.50) per among psychic in equal consecutive monthly includes of THRETY TWO THOUSAND SIX HUNDRED Eight'Y ONE DOLLARS AND FORTY SIX CENTS (\$32,081,46) each in advance on the first day of each calcold month, cluring the eforesald period. The Net Part is based on an amplitude of SIXTEEN DOLLARS AND TWENTY FIVE CENTS (\$10.55) per squarbol of the Rentable area of the 6th Roor Premises and 9th Floor Premises.
- (ii) during the period from and including June 1, 2008 to and raiding February 28. 2007, the sum of FIVE HUNDRED FIFTY SEVER THOUSAND TWO HUNDRED TWENTY ONE DOLLARS (\$357,221.00) per annum payable in aqual consocutive monthly instalments of FORTY SIX THOUSAND FOUR HUNDRED THRTY FIVE DOLLARS AND EIGHT CENTS (\$46,435.00) such in advance on the first day of each calendar month during the aboverable peak. The Net Rent is, bessed on an annual rule of SIXTEEN DOLLARS AND THERTY FIVE CENTS (\$16.25) per square foot of the Rentable Area of the 8th Flow Premines and 9th Floor Pramitises and TWENTY FIGHT DOLLARS AND FRY CENTS (\$26.50) per square foot of the Rentable Area of the First Expansion Partisage;
- (III) during the period from and including March 1, 2007 to and including June 30, 2007, the sum of SIX HUNDRED TWENTY FIVE THOUSARD SIX HUNDRED TWENTY ONE COLLARS (\$525,521.00) per annum psyable in advance consecutive monthly instalments of FIFTY TWO THOUSARD ONE HUNDRED THIRTY FIVE DOLLARS AND EIGHT CENTS (\$52,135.08) such in advance on the first day of each calendor month during the signessial paids. The Net Rent is breast on an annual rate of SIXTEEN DOLLARS AND TWENTY FIVE CENTS (\$16.25) per square foot of the Raintable Area of the 6th First CENTS (\$26.50) per grave foot of the Raintable Area of the 7th First Premises.
- (M) during the period from and including July 1, 2007 to and including August 31, 2007, the sum of SEVEN HUNDRED SEVENTY ORE HOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS AND FIFTY CENTS (ST7, \$68.50) per serving payable in equal consecutive monthly instalment of SIXTY FOUR THOUSAND THREE HUNDRED THIRTY DOLLARS AND SEVENTY ONE CENTS (\$64,330.71) each it advance on the first day of each patiendar month during the aforestip period. The Net Rent is based on at annual rate of SIXTEEN DOLLARS AND TWENTY FIVE CENTS (\$18,25) per square foot of the Rentoble Area of the 8th Floor Premises and 9th fixe Premises; and TWENTY EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square foot of the Rentoble Area of the 7th Floor Promises and the Third Expansion Premises;
- (v) during the period from and including September 1, 2001 to and including September 30, 2010, the sum of ONE NIELLON EIGHTY FOUR THOUSAND SEVEN HUNDRED THIRTY SEVEN DOLLARS (\$1,084,1930) per annum payable in equal consecutive monthly instalments of MHETY THOUSAND THREE HUNDERED NINETY FOUR DOLLARS AND SEVENY FIVE CENTS (\$50,394,75) sech in advance on the first day of sech calender month during the afformation of the contraction of the first day of sech calender month during the offerside principal transfer of the NENTY ONE DOLLARS (\$2,100) per square fool of the Rentable Area of the 6th Floor Premises and TWENTY EIGHT DOLLARS AND FIFTY CENTS (\$20,50) per square fool of the Rentable Area of the th Floor Premises and 12th Floor Premises.
- (vi) during the period from and including October 1, 2010 to and Actiding Augual 31, 2012, the sum of ONE MILLION THREE HUNDRED FOURIEST THOUSAND TEN DOLLARS (\$1,314,010.00) per annum psyable in equal consecutive monthly instalments of ONE HUNDRED NINE THOUSAND RIVE HUNDRED

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- DOLLARS AND EIGHTY THREE CENTS (\$109,500,60) cm in advance on the first day of each calendar month during the alcreased prof. The Net Rend is bested on an ennual rate of THIRTY OUTLARS AND RETICENTS (\$30,60) per square tool of the Rentable Area of the 8th Floor Presses, and 9th Floor Presses and TWENTY EIGHT DOLLARS AND FIFTY ENTS (\$28,50) per square tool of the Rontable Area of the 7th Floor Presses and 12th Floor Presses.
- during lise period from and industing September 1, 2012 bend including June 30, 2013. The sum of ONE MILLION THREE HUNDRED THIRTY EIGHT THOUSAND ONE HUNDRED EIGHTY FOUR COLLARS (1,228, 184,00) per annum payable in equal consecutive monthly instalment of ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED FIFTEN DOWNS AND THIRTY THREE CENTS (S11,516,33) each in advance on the findey of each catendar month during the storestid period. The Net Rend is based our annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$20,50) per square of of the Rendable Area of the 6th Floor Premises and 125 Foor Premises and TVENTY EIGHT DOLLARS AND FIFTY CENTS (\$28,50) pr square fool of the Rendable Area of the 6th Floor Premises and Floor Premises and TVENTY EIGHT DOLLARS AND FIFTY CENTS (\$28,50) pr square fool of the Rendable Area of the 7th Floor Premises; and
- (vii) during the period from and including July 1, 2013 to analyziding Juline SO. 2018, the sum of ONE MILLION THREE HUNDRED FIFTY FOR THOUSAND FIVE HUNDRED SIXTY SIX DOLLARS (\$1,354,656,00) per sum payable in aqual consecutive monthly includents of ONE HUNDRED THEIVE THOUSAND EIGHT MUNDRED EIGHTY DOLLARS AND FIFTY CENTS \$112,880,50) anch in advance on the first day of each calendar month during the aforemator period. The Net Rent is based on annual rate of THRTY DOLLARSAND FIFTY CENTS (\$30,50) per square fool of the Rentable Area of the Fremise.
- (D) Section 11.19 shall be dateled in its unlikely and replaced by the following:

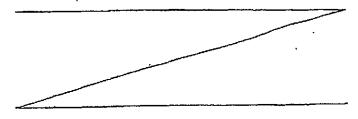
Section 15.19 Parking

The Landord agrees to make evallable to the Tenant during he Yerm, and the Tenant agrees to license from the Landford throughout the Tenaparking stalls as follows:

- (i) 6 reserved underground stalls at the Building until remary 28, 2007 and therester 7 unreserved underground stalls at the Building
- (ii) 2 reserved states at the parking facility currently known as "Comtonnial Parkado"; and
- (iii) 8 random stalls at the parking facility currently insee as "Contennial Parkada" until February 20, 2007 and 9 random stalls therefore.

In addition to the foregoing, from and after July 1, 2007 and Spiember 1, 2007, as applicable, and throughout the remainder of the Term, the Ladierd shall make available to the Termin and the Termin thall Roome from the Landlord, parking stells to be located, in the Landlord's sole discretion, at the foliating antifor the purking facility currently known as "Contaminal Parkade", in the ratio of one [1] stell per two thousand square feel of Rontble Area of the Third Expansion Premises and Fourth Expansion Premises, respectively.

The Tenent shall decree all parking stalls at the prevailing mathly rates being charged by the Landbord (or parking lacility operator) from the to time. The Tenent agrees to sign the Landbord's standard form parking agreement in respect of its use of such stalls."





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- (E) Sation 11.21 is amended by deleting the reference to florty the thousand (45,000) square (eaf contained in the first paragraph thereof, and replacing size with a reference to thirty two thousand also bundred thirteen (32,913) equare feet.
- (F) Schedule "8-4" alloched horeto is hereby added to the Lease funediately following Schedule "8-5".
- 5. The parities continuities in all other respects, the terms, coverants and cooling of the Lease remain unchanged and in ful force and effect, except as modified by this Agraemant its underestood and approach that all terms and expressions when used in this Agraemant, unless a univery intermion is expressed barein, have the same manufages they have in the Lease.
- 8. This Agreement strail entire to the benefit of end be binding upon the certifes hereto, the successors and estaigns of the Landlord and the permitted successors and profited estaigns of the Tenant.

IN WITNESS WHEREOF the perios have only executed this Agreemates of the day and year first above written.

	THE CADILLAC FAIRVIEW CORPORATION LIMITED
•	(Landford)
	Per Billully
	Istriopted Signature
	Por K- Wiesch
	erulangič bashoritik
:) iWe have authority is bind the corporator,
	NORTH AMERICAN OIL SANDS COMPRATION
	Per M. Laughy. (Tenant)
j	Inhorized Signature
)	Per: Minorized Signature
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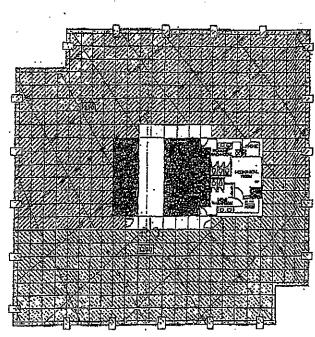
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The purpose of this plan is to identify the approximate localism of the 12th Floor Premiers in the Building.

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· CONSENT AGREEMENT

THIS AGREEMENT is dated the 5th day of September, 2007

BETWEEN:

THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlard")

OF THE FIRST PART

- and -

NORTH AMERICAN OIL SANDS CORPORATION ("Tenent")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 11th day of October, 2005, and made between the Lendlord and the Tenent (the "lease"), the Landlord leased to the Tenant 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 floursand one hundred thirty four (24,134) square feet, comprised of approximately twelve thousand sixty one (12,051) square feet of Rentable Area on the 8th floor and approximately twelve thousand seventy times (12,073) square feet of Rentable Area on the 9th floor (collectively, the "Original Premises"), of 60\$-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 Landford and 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 Expension Premises"), and (b) a Rentable Area of approximately two thousand four hundred (2,400) square feet (the "Second Expension 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 Amanding Agreement.
- C. By a lease amending agreement dated the 24th day of November, 2006 (the "Second Amending Agreement") the Landford and Tenant agreed to: (f) further expand the premises leased by the Tenant pursuant to the Lease to Include certain additional premises located on the twelfth (12th) floor of the Building and comprising (a) a Rentable Area of approximately live thousand one hundred thirty five (5,135) squere feet (the "Third Expansion Premises"), and (b) a Rentable Area of approximately six thousand nine hundred fifty two (5,952) square feet (the "Fourth Expansion Premises"), and (li) to otherwise amend the Lease in accordance with the terms and conditions more particularly set forth in the Second Amending Agreement. The lease, as amended by the First Amending Agreement, and the Second Amending Agreement, is hereinafter referred to as the "Lease."
- C. Section 8.04 of the Lease contains a covenant on the part of the Tenant not to effect any Change of Control of the Tenant by the party holding such voting control at the date of execution of the Lease, without notifying the Landlord in each instance.
- D. The Tenant has notified the Landkord of the transfer of all of its corporate shares to Statioli Canada Limited, (the "New Shareholder"), as of the 25th day of June, 2007, (the "Effective Date"), subject to and upon the terms and conditions herein set out.
- 1. The consideration for this Agreement is the mutual covenants and agreements between the Perties to this Agreement and the sum of TWO DOLLARS (\$2.00) that has been paid by each of the Parties to the other, the receipt and sufficiency of which is acknowledged by all Parties.
- The Parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- The Landlord acknowledges and consents to the Change of Control, upon the terms and conditions contained in this Agreement.
- 4. This consent does not constitute a waiver of the necessity for notification of any further change in the control of the Tenant existing as at the Effective Date, which must be effected in accordance with the terms of the Lease.

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- 5. The Parise confirm that in all other respects, the terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contact intention is expressed herein, have the same meaning as they have in the Lease.
- 6. This Agreement shall enure to the benefit of and be binding upon the Parks hereto the successors and assigns of the Landlord and the permitted successors and permitted assigns of the Tenant.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as office day and yeer iirst above written.

(Landlord)

Authorited Signature

Authorized Signature

IWe have sutherity to bind the corporation.

(Tenani)

Authorized Signature

Authorand Signature

I/We have authority to bind the corporation.

THIS AGREEMENT is dated the 5th day of Soptember, 2007.

SETWEEN:

THE CADILLAG FAIRVIEW CORPORATION LIMITED (Ins "Landord")

OF THE FIRST PART

- and -

NORTH AMERICAN OIL SANDS CORPORATION
. (the "Terrat")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 11th day of October, 2005, and made between the Landlorda'd fite Tenant (the "lease"), the Landlord leased to the Tenant for and during a term of four (4) years and disven (51) months, from and lackeding the followy of November, 2005, to and including the 30th day'd September, 2010 (the "Term"), subject to end upon the terms, coverants and conditions contained in the lease, cartain premises containing an aggregate Randable Area of approximately twenty four featured one hundred thirty four (24,134) square feet, companied of approximately twelve thousand styling (12,051) square feet of Recibite Area on the 8th floor and approximately twelve thousand saventyless (12,073) square feet of Recibite Area on the 9th floor (conceptively, the "Original Premiseo"), of 554th Avenue S.W. (the "Eutiding"), in the City of Calgary, in the Province of Alberts.
- B. By a lease amending suprement disted the 21st day of Mey, 2006 (the Thit Amending Agreement"), the Landord and Tenant agreed (or (f) expand the Original Premises to bride contain additional premises located on the seventh (Thit) floor of the Building and comprising (a) a statistic Area of approximately firs thousand seven hydright intoly one (5.791) square lact (in Expansion Premises"), and (b) a Reniable Area of approximately two thousand four hydrical (2,000) square lact (the "Second Expansion Premises"), (f) immed the Term of the Lease to expire on June 30, 2018, and (iii) otherwise search the Lease in accordance with the terms and conditions more particularly at forth in the First Amending Agreement.
- C. By a lease amending agreement dated the 24th day of November, 2006 (the "Second Amending Agraement") the Landord and Tenant agreed to: (i) further expand the premises leased by the Tenant pursuant to the Lease to include cartain additional pramises located on the twelfth (128) floor of the Building and comprising (a) a Rentable Area of approximately five incusted one humand thirty five (5,135) square feet (the "Third Expansion Premises"), and (b) a Rentable Area of approximately six thousand nine hundred fifty two (5,952) square feet (the "Fourth Expansion Premises), and (ii) to otherwise amend the Lease in accordance with the terms and conditions more perforderly at forth in the Second Amending Agreement.
- O. By a consent agreement detect the 5th day of September, 2007 (the "Consent Agreement") the Landlard did consent id a Change in Control with the ferms and conditions more participally set for the literature.
- E. The Landlord and Tonant have agreed to (i) further expand the premises leased by the Temant pursuant to the Lease to include cartain additional premises located on the savenith (75) floor of the Building and comprising (a) a Renlable Area of approximately three thousand, eight harded seventy three (3,073) equan feel as shown cross-hatched in black on Schedule "8-5" attached horse (the "Fifth Expansion Premises), and (ii) to otherwise emend the Lease in accordance with the larms and conditions hardinester set forth. The tease, as amended by the First Amending Agreement, Socoal Amending Agreement and Third Amending Agreement is horefraillet referred to as the "Leaso".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two deltars (\$2,00) now pold by each of the parties to the other (the receipt and auticiancy wherei is hereby acknowledged), and other mutual covenants and agreements, the parties do hereby agree as follows:

 The parties haveby acknowledge, consum and agrae that the foregoing reclass are true in arbeitance and in fact.

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- 2. Provided this Agreement has been executed by the Landord and the Tonant avisubject to the terms and conditions herein contained, the Tenent shall be provided with passessial of the Frith Expansion Promises on January 7, 2008 (for Fifth Expansion Date). The Tenant extendedges and agrees that (f) if shall scoop possession of the Fifth Expansion Premises in an "es-is" codion as of the Fifth Expansion Date, (ii) the Lendord has no responsibility or liability for making ay reductation, exercitions or improvements in or to the Fifth Expansion Premises; and (iii) all furth renovations, alterations or improvements in or to the Fifth Expansion Premises are the sole responsible of the Tenant and shall be undertaken and completed at the Tenant's expanse and strictly in accordance with the provisions of the Lease.
- 3. The Tenant advancedors and agrees that it shall be responsible for obtaining all necessary building permits and approvals, as required by relevant regulatory authorities, for any implement work in respect of the Fifth Expansion Premises and that such permits and approvals must be stated prior to the commencement by the Tenaht of any improvement work. If required by municipal strontiles, the Tenaht will also make application for an occupancy cartificate for the Fifth Expansion Premises upon completion of the Tenaht's improvement work. The Tenaht shall submit to the Lendard tetails or any proposed improvement work, including four (4) sets of detailed working drawings and specifications prepared by qualified architects or angineer conforming to good engineering practice. Afterations to the Fifth Expansion Premises shall be in compliance with the terms and conditions set to the the Lease, and in particular, Section 5.03 of the Lease.
- 4. The Lezza is amended as of the fall day of January, 2008 (the "Effective Date") established.
 - Section 1.01 is hareby deleted and replaced with the following:

"Section 1.01 Grant and Promises

In consideration of the performance by the Tenant of its obligations under its Lasse, the Landlard leases the Premises to Sie Tenant for the Yerm. The Premises at located on floors 7, 8, 9 and 12 of the Building and have an appropriate Radable Area of approximately forty eight thousand two hundred eighty-five (45,255) square feet comprised as follows:

- (a) The area shown cross-halched in red on the floor plan allered hereto as Schedule "8" (the "Bin Floor Premises") having a Rentable Area dispressmetely livelys thousand sixty one (12,051) square feet;
- (b) the ties shown cross-hatched in red on the thor plan ethicked hereto as Schadule "B-1" (tibe "Bih Floor Premises") having a Rentale Area of approximately twolve thousand sevenly three (12,073) square feet
- (c) the area shown cross-halched in blue on the floor plan attacks hereto as Schedule "B-2" (the "First Expansion Promises"), having a Readale Area of approximately five thousand seven hundred ninety one (5,791) some feet."
- (d) the area shown cross-hatched in green on the floor plan attached hereto as Schedule "8-2" (the "Second Expansion Premises") having a Renable Area of approximately two thousand four hondred (2,406) square feet;
- (e) the area shown cross-heiched in red on the floor plan attacké harato as Schedule "B-4" (the "Third Expansion Premises") having a Reable Area of approximately five thousand one hundred thirty (five (5, 135) square left; and
- (f) the arez shown cross-hatched in blue on the floor plan elizabet bereto as Schedule "8-4" (the "Fourth Expansion Premises") having a Renable Area of approximately six thousand nine hundred (fity two (6,952) square led.
- (g) the area shown cross-hatched in black on the floor plan effected hereto as Schedula "B-5" (the FPI) Expansion Premises") having a Rentitle Area of approximately three thousand eight hundred coversly-three (3,873) space feet.

The First Expansion Premises, Second Expansion Premises and the Fish Expansion Pramises are hardwater collectively referred to as the '7th Roor Premises,' except where otherwise stated, and the Third Expansion Premises and Found Expansion Premises are hardwater collectively referred to as the "12th Floor Premises". Upon complation of construction in respect of the 7th Floor Premises and the 12th Floor Premises, the Landlord may measure the Net Rentable Area of the 7th Floor Premises and 12th Floor Premises and calculate the Rentable Area of the 7th Floor Premises and 12th Floor Premises, she that she adjusted accordingly. The 7th Floor Premises, 8th Floor Premises.

(II) Section 1.02 is heraby amended by Inserting (I) after (e) as follows:

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- (f) the Fillh Expansion Promises is ten (10) years and six (6) months from the 1ot day of June, 2018.*
- (III) Saction 2.02 is hereby arranded by
 - (1) delating (viii) in its entirety and replacing 4 with the following:

"(viii) during the period from and including July 1, 2013 to and including July 30, 2018, the sum of ONE MILLION THREE HUNDRED PIFTY FOUR THOUSAND FIVE HUNDRED SIXTY SIX DOLLARS (31,354,555,00) par syntum psyable in symmetric consecutive mentry bysatiments of ONE HINDRED TWELVE THOUSANDEGHT HUNDRED EIGHTY DOLLARS AND FIFTY CENTS (\$112,880,50) such in sivance on the Jist day of each calondar menth during the alorested period. The National seasod on abrust tests of THIRTY DOLLARS AND FIFTY CENTS (\$30,50) per synt foot of the Reniable Area of the Franties, excluding the area of the Fifth Expansion Periods."

- (2) inserting the following after (viii)
- '(IX) in respect of the Fifth Expansion Premises of follows:
- (a) during the period from and including January 1, 2008 to and Including Decumber 31, 2009, the sum of ONE HUNDRED THIRTY SEVEN THOUSHID, POUR HUNDRED RINETY-ONE OCILARS AND FIFTY CENTS (\$13/61.60) per parturn payable is equal consecutive monthly installments of ELEVEN THOUSAND, FOUR HUNDRED FIFTY-SEVEN DOLLARS AND SIXTY-TWO CENTS (\$11,457.62) each in advance on the first day of each candler monthly during the aforestald partied. The Nat Reat is based on an arroad rate of THIRTY-FIVE DOLLARS AND FIFTY CENTS (\$35.50) per equal foot of the Raniable Area:
- (5) during the period from and including January 1, 2018 to and Includes December 31, 2011, the sum of CNE HUNDRED FORTY SIX THOUGHD, TWO HUNDRED FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$142/85.75) per consum payable in equal consecutive monthly intelliments of TWELVE THOUSAND, ONE HUNDRED EIGHTY-THREE DOLLARS AND BENTY-ONE CENTS (\$12,183.81) each in Edvance on the limit day of each calerdor month during the Edocated pariod. The Net Report is based on an armed rate of THIRTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$37.75) per square foot of the Registed Area;
- (c) during the period from and including January 1, 2012 to and including December 31, 2013, the sum of ONE HUNDRED FIFTY-FOUR THOUSAND, NINE HUNDRED TWENTY DOLLARS (\$154,920.00) per annum psych in aqual consecutive monthly including in a five Live THOUSAND, NINE HUNDRED TEN DOLLARS (\$12,910.00) each in advance an the first day of each calendar month during the aforesaid period. The Net Rent is based on an asswal rate of FORTY DOLLARS (\$40.00) per square tool of the Rentable Area;
- (d) during the period from and including January 1, 2014 to and including December 31, 2015. The sum of ONE HUNDRED SIXTY FOUR THOUSAND, SIX HUNDRED TWO DOLLARS AND FIFTY CENTS (\$184,802.50) per annum psyable in equal consecutive monthly inclaiments of THIRTEEN TROUSAND, SEVEN HUNDRED SIXTEEN DOLLARS AND EIGHTY-SEVEN CENTS (\$13,715.87) such in advance on the first day of each calendar monthly ting the sloveseic period. The Net Rent is based on an annual rate of FORTY-TWO DOLLARS AND FIFTY CENTS (\$42.50) per square fool of the Renkils Area; and,
- (e) during the portrol from and including January 1, 2016 to and including June 30, 2018, the sum of ONE HUNDRED SEVENTY FOUR THOUSAND, TWO HUNDRED SIGHTY-FIVE DOLLARS (\$174,285,00) per annun payatic in equal consecutive monthly instiglinents of FOURTEEN THOUSAND, FIVE RENDERED TWENTY THREE DOLLARS AND SEVENTY-FIVE CENTS (\$14,623,15) each in advance on the first day of each calendar month during the aforesed period.

 The Net Rent is based on an annual rate of FORTY-FIVE DOLLARS (\$45,00) per square foot of the Rentable Area.*
- (IV) Saction 11.21 is amended by deleting the reference to "thirty-two Rousand, nie transfer initiate (32,013) square feet" contained in the Iral paragraph thereof, and replacing some with a reference to twenty-nine thousand lody [29,040] square feet".

47.

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- Schedule "8-5" altached herelo is hereby added to the Lesse impatallely following Schedule "8-4".
- 5. The perfect confirm that personal to Section 11.19 of the Lease, as amendally the Second Amending Agreement, and as a result of the expension set out in this Agreement, tellandlord chair make available to the Terrant and the Terrant shall because from the Landord on Additional two (2) parking stalls to be located, it was tandords sole discretion, at the Building antion to parking facility currently known as "Centendal Perhade."
- 6. The parties confirm that in all other respects, the terms, covenants and conditor of the trease remain texthanged and in full force and effect, except as modified by this Agreement, it and control and agreed that all terms and expressions when used in this Agreement, unless a covery intention is expressed herein, have the same meeting as they have in the Lesse.
- 7. This Agreement shall entire to the benefit of and be hinding upon the pairs herato, the successors and easigns of the Landord and the permitted successors and permitted sesigns of the

IN WITNESS WHEREOF his paties here have duly executed his Agreement solins day and year but above written.

THE CADILLAC FARRVIEW CORPORATON LIMIT (
(Lendioro)

aced Signature

Authorized Signature

IWE have sufferfly to bind the corporation

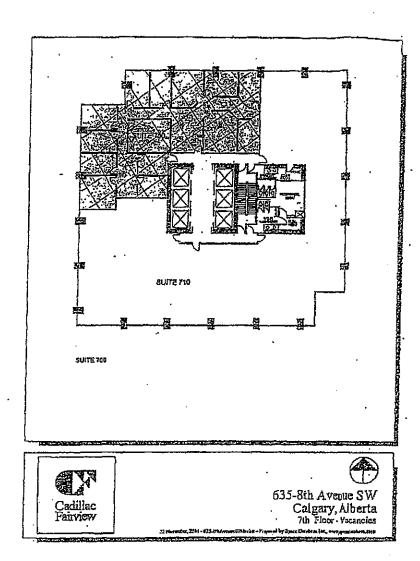
MORTH AMERICAN OIL SANDS CORPORATION (Tenanii)

Authorité Signature

rated Signature

) iWe have suttorily to bind the corporation

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The purpose of this pion is to identify the approximate location of the 7th Floor Premises in its Building.

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FOURTH LEASE AMENDING AGREEMENT

THIS AGREEMENT is detect the 17th day of December, 2007.

BETWEEN

THE CADILLAC FAIRVIEW CORPORATION LIMITED (the "Landord")

OFTESIRST PART

• алб •

NORTH AMERICAN OIL SANDS CORPORATION (the "Tensot")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 11th day of October, 2005, and made between the Lendlord and the Ternant (the Ternant) has Landlord leased to the Ternant for and during a term of four (4) years and elevan (11) months, from and including the 1st day of November, 2005, to and including the 3th day 4 September, 2010 (the Torna"), stobect to end upon the terms, coverants and conditions contained by the lease, certain prantises containing an appragate Rentable Area of approximately twelve thousand, solve inunted birth-four (24,134) aquare feat, comprised of approximately twelve thousand, sink-me (12,061) square feat of Rentable Area on the sight (6th) floor and approximately twelve thousand, savenly-three (12,073) square feet of Rentable Area on the minth (8th) floor (collectively, the "Original Pentises"), of 835-6th Avenue S.W. (the "Building"), in the City of Calgary, in the Province of Alberta!
- 8. By a lease amending agreement dated the 31st day of May, 2005 (the "Fini Amending Agraement"), the Landtord and Tenant agreed to: (i) expand the Original Premises in helide certain additional premises incated on the seventh (Th) floor of the Building and comprising (a) a sistable Area of approximately five thousand, seven hundred ninely-one (6,791) square feet (the "Fisi Expansion Premises"), and (b) a Registable 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 30,246, and (ii) 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 Tenant agreed to: (i) further expand the provides leased by the Tenant to include cartain additional premises located on the heelth (12th) floor of the Building and congrising (a) a Rentable Area of approximately fire thousand, one hundred thirty-five (5,135) aguare led (the "Third Expansion Provides"), and (ii) a Sentable Area of approximately six thousand, once hundred fifty-two (5,952) aguare feet (the "Fourth Expansion Premises"), and (iii) to otherwise amend the tages in accordance with the terms and conditions more particularly set forth in the Second Amending Agreement;
- O. 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 participity set forth installor.
- E. By a lease amending agreement deted the Sh day of Saptomber, 2007 (the "Thir Amending Agreement") the Landlord and Tenant agreed for (i) further expend the premises leased by the Tenant to include certain additional premises located on the seventh (7th) Boor of the Budding and comprising a Rankable Area of approximately three thousand, eight funded seventh-where (3,873) squar feet (the "Fifth Expension Premises"), and (ii) to otherwise amend the lease in accordance with the terms and conditions as more particularly sal forth in the Third Amending Agreement. The lease, as modified by the Third Amending Agreement, the Consent agreement and the Third Amending Agreement, to horselize releared to as the "Lease"; and
- F. The Landlord and Tenant have agreed, as of and affective from the 1st day of January, 2008 (the "Effective Date"):
 - (i) to further expand the premises leased by the Terrant pursuant to the Lease (the "Sixth Expansion"), to include certain additional premises, located as follows:
 - (a) the area located on the seventeenth (17th) linor of the Bolloting and comprising at Rentable Area of approximately tivelive thousand, sevenly-eight (12,076) square feet as

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- shown outlined in heavy black on Schedule "8-6" altached hereto the "17th Floor Premises"); and
- (b) the area located on the eighteenth (18th) floor of the Suitding and company a Rentable Area of approximately twelve thousand, seventy-seven (12,077) equarelar as shown outlined in heavy black on Schedule "8-7" affached herate (the "18th Phot Premisees"); and
- (ii) to otherwise amend the Loads in accordance with the terms and conditions having the forth.

NOW THEREFORE THIS AGREEMENT WITHESPETH that in consideration of the sum of two dotters (\$2,00) now paid by each of the parties to the other (the receipt and sufficiency where is hereby acknowledged), and other mutual coverants and agreements, the parties do ivereby agree is follows:

- The parties hereby acknowledge, confirm and agree that the foregoing recids are true in substance and in fact.
- 2. The Tenant acknowledges that the 17th Floor Premises and the 18th Floor Parmises are presently occupied by and subject to a lease in favour of a third party. Notificiation polything contained in this Lease to like contained in this Lease to like contained in this Lease to like contained the Tenant's right to occupy the 17th Floor Premises and the 18th Floor Premises is conditional upon the Landlord obtaining vacant possession of the 17th Floor Premises and the 18th Floor Premises from that third party prior to the Effective Date, failing which the Effective Date (and accordingly the commencement date of the Term with respect to the 17th Floor Premises and the 18th Floor Premises is that the postponed by folice in writing from the Landlord. The Tenant agrees to execute any further documentation, prepared by the Landlord, and which the Landlord, acting reasonably, identifies is necessary to give effect to the foregoing.
- 3. Provided this Ascennent has been executed by the Tenant in a form acceptable to be Landlord and subject to the terms and conditions herein contained, the Tenant shall, as at the Effects Date, be provided with vecorit possession of (a) the 17th Flore Promises, and (b) the 18th Flore Premises. The Tenant acknowledges and agrees that (t) it shall accept possession of the 17th Flore Premises and the 18th Flore Premises in an 'as it condition as of the Effective Date; (b) the Lundicot has mersponsibility or flability for making any renovation, alterations or improvements in or to the 17th Flore Premises or the 18th Flore Premises; and (ti) at further renovations, alterations or improvements in or to be 17th Flore Premises and the 18th Flore Premises are the soft preparation of the Tenant and challs undertakent and completed at the Tenant's expense and strictly in accordance with the provisions of the lesses.
- 4. The Tenant acknowledges and agross that it shall be responsible for obtaining all necessary building permits and approvals, as requiring by relevant regulatory authorities, for any improvement work in respect of the 17th Floor Premises or 18th Floor Premises and that such permits and approvals must be accured prior to the commencement by the Tenant of any improvement work. If required by municipal authorities, the Tenant will also make application for an occupancy certificate for the 17th Feor Premises and 18th Floor Premises upon completion of the Tenant's improvement work. The Tenant stall submit to the Landord dotaits of any proposed improvement work, including four (4) sets of debied working drawings and specifications prepared by qualified architects or engineers conforming to good engineering practice. All elections to the 17th Foor Premises and 18th Floor Premises shall be in conplained with the larms and conditions set forth in the Lease, and in perticular, Section 6.03 of the Lease.
- 5. The Lease is amended as of the Effective Date as follows:
 - (A) Section 1.01 of the Leasa is hereby deleted and replaced with the following:

"Section 1.01 Great and Premises

In consideration of the parformance by the Tenant of its obligations under the Lease, the Landord leases the Premises to the Tenant for the Torm. The Premises are located on the 7th, 8th, 19th, 12th, 17th and 19th floors of the Building and have as aggregate Rentable Area of approximately seventy-two thousand, four furnitied foff (72,440) square feel, comprised as inflows:

- (a) the area shown cross-halched in rad on the floor plan attacket hereto as Schedule "8" (the "0th Floor Premises") having a Rentable Area of approximately twolve thousand abity one (12,001) square feet;
- (b) the area shown cross-fialched in rad on the foor plan allached hereto as Schedule 18-1" (the "9th Floor Premites") having a Rantable Area of approximately twelve thousand seventy three (12,073) square feet;
- (c) the area shown cross-hatched in blue on the floor plan attached ferrin as Schedule '8-2" (the "First Expansion Premises") having a Rocketic Area of approximately five thousand seven hundred ninety one (5,791) square feat;

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- (d) the oras shown cross-hatched in grean on the floor piza attacké hereto as Schedule "R-2" (the "Second Expension Premises") having a Reliable Area of approximately two thousand four hundred (2,480) square field;
- (6) the area shown cross-taiched in red on the floor plan attends hereto as Schedule "8-4" (the "Third Expansion Premises") having a Retable Area of approximately live thousand one hundred thirty five (5,135) squarefiel:
- (f) the area shown cross-batched in blue on the flow plan attack hereto as Schedule "8-4" (the "Fourth Expansion Premises") having a field of Area or approximately six thousand nine hundred fifty two (6,952) square fut.
- (g) the area shown cross-halched in black on the floor plan allacks' hereto es Schedule "8-5" (the "Filth Expansion Premines") having a Recibile Area of approximately three thousand eight hundred seventy-three (3,873) spears feet;
- (h) the area shown cultined in heavy block on the floor pien stacked here to as Schedule "B-6" (the "17th Floor Premises") having a Rentitle Area of approximately twelve thousand, sevently eight (12,078) square leet and
- (i) the sta shown outlined in heavy black on the floor plan attacks here to be Schedule "5-7" (the "18th Floor Premises") having a Rankob Area of approximately twelve thousand, seventy-seven (12,077) square feet.

The First Expansion Premises, Second Expansion Premises and the Fish Expansion Premises are hereinalter collectively referred to as the "7th Floor Premises", except where otherwise stated, and the Third Expansion Premises and Fourh Expansion Premises are hereinalter collectively referred to as the "12th Floor Premises". Upon completion of construction in respect of the 7th Floor Premises, 12th Floor Premises, 17th Floor Premises and 18th Floor Premises, the Landord may measure the Netl Henlattle Area of the said Premises, in which case Root shall be adjusted accordingly. The 7th Floor Premises, 6th Floor Premises, 6th Floor Premises, 12th Floor Premises, 17th Floor Premises and 18th Floor Premises, 6th Floor Premises and 18th Floor Premises shall herefulness.

(B) Section 1.02 of the Luase is hereby detected in its entirety and replaced with its following:

"Section 1.02 Term

The Tena of this Lease with respect to the:

- (a) Bit Floor Premises and 9th Floor Premises is twelve (12) years and eight (8) months, from the 1st day of November; 2005 to the 30th day of June, 2016;
- the First Expansion Premises is twelve (12) years and one (1) mouth, from the 1st day of June, 2006 to the 30th day of June, 2016;
- (c) the Second Expansion Premises is eleven (11) years and four (4) mentins, from the 1st day of March, 2007 to the 30th day of June, 2018;
- (d) the Third Expansion Premises is eleven (11) years, from the 1st day of July, 2007 to the 30th day of Juno, 2019;
- (e) the Fourth Expansion Premises is ten (10) years and ten (10) months, from the 1st day of September, 2007 to the 30th tiny of June, 2018;
- (f) the Fillh Expansion Premises is left (10) years and siz (6) monits, from the 1st day of January, 2006 to the 30th day of June, 2016;
- (g) the 17th Floor Premises is ten (10) years and six (6) months, from the 1st day of Jenusiry, 2008 to the 30th day of June, 2016; and
- (h) the 18th Floor Prevalses is lon (10) years and six (6) months, from the 1st day of January, 2008 to the 30th day of Juno, 2018.
- (C) Section 2.02 of the Losso is hereby defelled in its entirely and replaced with the lossowing:

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Section 2.62 Net Ront

The Tenant shall pay Net Rent as follows:

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- (i) during the period from including November 1, 2005 to and including May 31, 2005, the sum of Traffee HUNDRED INITIATIVO THOUSAND, ONE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (SELT/T-5D) per summ payable in equal concession mostly instalments of HURTY-TWO THOUSAND, SIX HUNDRED EIGHTY-ONE TOOLLARS AND FORTY-SIX CENTS 1932,681.469 such in advance on the first day of each cludar month during the aforesald period. The Net Rent is based on an inval rate of SIXTEEN DOLLARS AND TYMENTY-FIVE CENTS [\$19.25] per space fool of the Rentable Area of the Six From Promises and Six Fixer Premises.
- (ii) during the period from and including June 1, 2008 to and including fabruary 28, 2007. The sum of FIVE HUNDRED FIFTY-SEVEN THOUSAND. TWO HUNDRED TWENTY-ONE DOLLARS (\$557.221.00) per senter payable in equal consecutive monthly insighteneds of FORTY-SIX THOUSAND. POLIP HUNDRED THIRTY-FIVE DOLLARS AND EIGHT CENTS (\$46,5508) each in advance on the first day of each calender month during the advance per force. The Net Rank is based on an annual rate of SIXTEEN COLLARS AND TWENTY-FIVE CENTS (\$16.25) per square foot of the Rankeble Area of the 5th From Premises and 9th Floor Premises and TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square foot of the Rankable Area of the Frei Expansion Premises:
- (EI) during lise period from and including March 1, 2007 to and including June 30, 2007, the sum of SIX HUNDRED TWENTY-FIVE THOUSAND, SKHUNDRED TWENTY-ONE DOLLARS (\$525,521.00) per annum payals in equal consecutive monthly instalments of FIFTY-TWO THOUSAND, ORE HUNDRED THIRTY-FIVE DOLLARS AND EIGHT CENTS (\$52,136.08) each nodvance on the first day of cach calendar month during the allowable period. Thirty-FIVE DOLLARS AND EIGHT CENTS (\$52,136.08) each nodvance on the first day of cach calendar month during the allowable period. Thirty-FIVE CENTS (\$1525) per aquare foot of the Rentella Area of the 8th Floor Premises and the Second Expansion Premises and the Second Expansion Premises.
- (IV) Outing the period from and including July 1, 2007 to and including August 31, 2007, the num of SEVEN HUNDRED SEVENTY-ONE THOUSAID, NINE HUNDRED SEXTY-EIGHT DOLLARS AND FIFTY CENTS (\$77(\$38.50) per amount payable in equal consecutive monthly instalments of SEVENTY-ONE THOUSAND, THARE HUNDRED THIRRY DOLLARS AND SEVENTY-ONE CENTS (\$64,330.71) each in advance on the first day of each othered month during the aforesaid period. The Net Real is based on an armal rate of SIXTEEN DOLLARS AND TWENTY-FIVE CENTS (\$15.25) per square foot of the Rentable area of the 5th Floor Premises and 5th Floor Premises and TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square foot of the Rentable area of the 5th Floor Premises, Second Expansion Premises and the Third Expansion Premises.
- tuding the period from and including September 1, 2007 to aid including December 31, 2007, the sum of ONE MiLLION, EIGHTY-FOUR TROUSAND, SEVEN HUNDRED THETTY-SEVEN DOLLARS (\$1,081,737,00) per annum perpair in capast consecutive monthly instalments of NINETY THOUSAND, THREE MUNDRED MINETY-FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$50,394,75) each in advance on the first day of each calendar model further forces and period. The Not Rent is based on on annual rate of TV-NITY-ONE DOLLARS (\$2,100) per square foot of the Rentable Area of the 8th Floor Premises and 9th Floor Promises and TW-NITY-EIGHT DOLLARS AND FIFTY CENTS (\$28,50) per square foot of the Rentable Area of the Fix Expansion Premises, Second Expansion Premises and 12th Floor Promises,
- (vi) during the period from and knokiding January 1, 2008 to and including Decamber 31, 2009, the sum of TWO MILLION, NINETY-CNE THOUSAND, EIGHT HUNDRED EIGHT DOLLARS AND FIFTY CENTS (SU.291),608.50 per annum payable in equal consecutive monthly instalments of ONE HUNDRED SEVENTY-FOUR THOUSAND, THREE RUNDRED SEVENTEEN COLLARS AND THRITY-SEVEN CENTS (\$174,311.37) docb in advance on the first say of each calendar month during the aforesaid period. The Not Rent is bred on an annual rate of TWENTY-ONE DOLLARS (\$21,00) per square tool of the Rentable Area of the DOLLARS and First and 6th Foor Premiser; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square fool of the Rentable Area of the First Expansion Promises, Second Expansion Premises and 21th Foor Premises; THENTY-FIVED DOLLARS AND FIFTY CENTS (\$15.50) per square fool of the Rentable Area of the First Expansion Promises; 2nd THIRTY-FIVED DOLLARS AND FIFTY CENTS (\$15.50) per square fool of the Rentable Area of the Fifth Expansion Promises; 2nd THIRTY-

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SIX DOLLARS (\$20.00) per square foot of the Ronlable Area of the 17th Figor Premises and toth Floor Premises:

- (vii) during the period from and including January 1, 2010 to and including Septarmions 30, 2010; the sum of TWO MILLION, ONE HUNDRED THORSAND, FIVE HUNDRED THORSAND, FIVE HUNDRED TWENTY-TWO DOLLARS AND SEVENTY CENTS (\$2105.22.70) per annum payable in equal consecutive monthly includents of OK HUNDRED SEVENTY-FIVE THOUSAND, FORTY-THREE DOLLARS AND FFTY-FIVE CENTS (\$175,043.55) each in advance on the first day of each clarder month during the aloresaid period. The Not Road to based on an equal rate of TWENTY-GNE DOLLARS (\$21.00) per square foot of the Rentable Area of the dilh Floor Framises and 9th Floor Premises; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$22.50) per square foot of the Rentable Area of the First Expansion Framises, Second Expansion Premises and 12th Flor Premises; and THRTY-SEVEN COLLARS AND SEVENTY-FIVE CENTS (\$27.79) per square foot of the Rentable Area of the Fifth Expansion Premises; and HIRTY-SEVEN DOLLARS (\$38.00) per square foot of the Rentable Area of the Fifth Expansion Premises; and HIRTY-SEVEN DOLLARS (\$38.00) per square foot of the Rentable Area of its 17th Floor Premises and 68th Floor Premises;
- (viii) during the puriod from and including October 1, 2010 to and including Cocember 31, 2011, the sum of TWO MILLION, THREE HINDRED TWENTY-NINE THOUSAND, SEVEN HUNDRED NINETY-FIVE DOLLARS AND SEVENTY CENTS (\$2,323,705.70) per annuan payable in equal conscribe monthly instalments of ONE HUNDRED NINETY-FOUR THOUSAND, ONE HUNDRED NINETY-FOUR THOUSAND, ONE HUNDRED OF FORTY-NINE FOULLARS AND SIXTY-FOUR CENTS (\$194,145.4) pach in advance on the list day of each calendar monthly during the abstraid period, The Net Rent is based on an arrusal rate of THRTY DOLLARS AND FIFTY CENTS (\$30.60) per-square fool of the Rentable area of the file Foor Premises; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$25.50) per square fool of the Rentable area of the First Expansion Premises; Socond Expansion Premises and 12th Floor Premises; THRTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$37.75) per square bot of the Rentable Area of the First Expansion Premises; and THIRTY-SK DOLLARS (\$38.00) per square fool of the Rentable Area of the 17th Floor Premises; and 18th Floor Premises;
- (ix) during the period from and including January 1, 2012 to and Including Juguest 31, 2012, the sum of TWO MILLION, THREE HUNDRED THRTY-EIGHT THOUSAND, FIVE HUNDRED TEN DOLLARS [\$2,230,510,00] per annum payable in equal consocutive monthly leaterments of ONE HUNDRED NINETY-FOUR THOUSAND, EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND EIGHTY-THREE CENTS (194,875,03) such in advence on the first day of such calendar month during the aforesaid period. The Nel Rant is based on a mount rate of THIRTY DOLLARS AND FIFTY CENTS (\$50,50) per square fool of the Ranteble Area of the 5th Floor Premises and 6th Floor Premises TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square fool of the Rantable Area of the First Expansion Premises, Second Expansion Premises and 12th Floor Premises (FORTY DOLLARS (\$40.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable Area of the Fifth Expansion Premises; and THIRTY-SX DOLLARS (\$50.00) per square fool of the Rantable
- (x) during the period from and including September 1, 2012 to aid including December 31, 2012, the sum of TWO MILLIDM, THREE HUNDRED SUTY-TWO THOUSAND, SIX HUNDRED EIGHTY-FOUR DOLLARS (\$2,35;56,00) per annum payable in equal; consequitive contribly instalments of ONE HUNDRED NINETY-SIX THOUSAND, EIGHT HUNDRED NINETY DOLLARS AND THIRTY-THREE CENTS (\$156,680,03) each in sidvance on the first day of each calendar month during the algressid period. The Neil Rent is based on an envol ratio of THIRTY DOLLARS AND FIFTY CENTS (\$30,50) per square foot of the Rentable Area of the 8th Floor Premises, 8th Floor Premises and 12th Floor Premises; TWENTY-EIGHT OOLLARS AND FIFTY CENTS (\$28,50) per square foot of the Rentable Area of the First Expansion Promises and Second Expansion Promises; FORTY DOLLARS (\$40,00) per square foot of the Rentable Area of the First Expansion Promises and Second Expansion Promises; TORTY DOLLARS (\$40,00) per square foot of the Rentable Area of the First Expansion Promises and Second Expansion Promises; TORTY DOLLARS (\$40,00) per square foot of the Rentable Area of the Tills Floor Premises; and Still Floor Premises; control of the Rentable Area of the Tills Floor Premises and Second Expansion foot of the Rentable Area of the Tills Floor Premises; and Still Floor Premises.
- (xi) during the puriod from and including January 1, 2019 to and including June 30, 2013, the sum of TWO MILLION, FOUR HUNDRED TEN THOUSAND, NINE HUNDRED NINETY-FOUR COLLARS (\$2410,094,00) per anotat payable in equal consecutive mobility instalments of TWO HÜNDRED THOUSAND, NINE HUNDRED SIXTEEN DOLLARS AND SIXTEEN CENTS (\$200,916,16) each in

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advance on the first day of each calendar month during the sizesaid period. The Not Rent is based on an armusi rate of THIRTY DOLLAS AND FIFTY CENTS (\$30.50) per square foot of the Roniable Area of the Shifter Framises, shifter Framises, and 72th Floor Framises; TWENTY-EIGHT COLLARS AND FIFTY CENTS (\$28.50) per square foot of the Roniable Are of the First expansion Premises; FORY DOLLARS (\$60.00) on square foot of the Roniable Area of the Fish Expansion Framises; and THIRTY-EIGHT DOLLARS (\$30.00) per square foot of the Rollade Area of the 17th Floor Framises; and THIRTY-EIGHT DOLLARS (\$30.00) per square foot of the Rollade Area of the 17th Floor Framises and foth Floor Premises.

- (xii) during the period from and including July 1, 2013 to and including Determber 31, 2013, the sum of TWO MILLION, FOUR HUNDRED TWENTY-SEVEN THOUSAND, THREE HUNDRED SEVENTY-SEX DOLLARS (\$2,427,376,00) but annuan payable in qual consecutive monthly bustainments of TWO HUNDRED TWO THOUSAND, TWO HUNDRED EIGHTY-ONE DOLLARS NO THERTY-THREE CENTS (\$202,281,33) cach in advance on the first day elect trained of month during the adversarily period. The Net Rant is based on an annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$30,50) per square fool after Rent ship Area of the 8th Floor Premises, 9th Floor Premises, Froit Expansive Premises, Second Expansion, Premises and 12th Floor Premises; FORTY DOLLARS (\$30,00) per square fool of the Rentishle Area of the 7th Floor Premises and THIRTY-EIGHT DOLLARS (\$30,00) per square fool of the Rentishle Area of the 15th Floor Premises and 18th Floor Premises;
- (xii) during the period from and including January 1, 2014 to and including December 31, 2015; the sum of TWO MILLION, FOUR HUNDRED TRETY-SEVEN THOUSAND, FIFTY-EIGHT DOLLARS AND FIFTY CENTS (\$247,058,50) pair on the period of the period consecutive monthly installments of TWO HUNDRED THREE THOUSAND, EIGHTY-EIGHT DOLLARS AND TWENTY CENTS (\$203,088,20) sech in advance on the first day of cach calends month during the storagaly pariod. The Net Rent is based on an analysisk of THEMTY DOLLARS AND FIFTY CENTS (\$30,50) per square fool of the Restable Area of the dill Floor Premises, Pirst Expansion Premises, Second Expansion Premises and 12th Floor Premises; FIRST Expansion Premises; ent FIRSTY-EIGHT DOLLARS (\$38,00) per square fool of the Rentable Area of the FIRSTY-EIGHT DOLLARS (\$38,00) per square fool of the Rentable Area of the 17th Floor Premises and 18th Floor Premise; and THEMTY-EIGHT DOLLARS (\$38,00) persquare and the Floor Premises and 18th Floor Premises.
- duing the pariod from and including January 1, 2016 to and actions June 30, 2018, the sum of TWO MILLION, FOUR HUNDRED FORTY-SK THOUSAND, SEVEN HUNDRED FORTY-ONE DOLLARS (\$2,446,741.00) per annim payable in equal consecutive monthly instalments of TWO MUNDRED THREE THOUSAND, EIGHT HUNDRED NINETY-FIVE DOLLARS AND BIGHT CENTS (\$203,695.60) each in advance on the first day of each calendar month during the storetaid period. The Net Rank is based on an annual risk of THIRTY DOLLARS AND FIFTY CENTS (\$30,50) per square fool of the Renkole Area of the 8th Floor Pramises, 9th Floor Pramises, First Expansion Premises, Second Expansion Pramises and 12th Floor Pramises; FORTY-FIVE DOLLARS (\$45,00) per square fool of the Renkole Area of the Fifth Expansion Premises; and THIRTY-EIGHT DOLLARS (\$30,00) per square fool of the Renkole Area of the 17th Floor Premises and 18th Floor Pramises.
- (D) The Landlord and Tenant acknowledge that the Space (as defined in Section 11.16 of the Lease) references that rentable area that now comprises the Fifth Expansion Prantices. Accordingly, Section 11.16 of the Lease is hereby defeted in its entirety;
- (E) Section 11.21 of the Lease is amended by detaining the reference is "wenty-nine thousand, forty (29.046) square foot" and replacing sums with a reference to "eight thousand, saven hundred flay-eight (6,758) square feat".
- (F) Section 11.19 of the Lease is hereby delegad in its antirety and replaced with the following:

Section 11.19 Parking

The Landlard egrees to make evaluate to the Tenant during the Term, and the Tenant agrees to license from the Landlard throughout the Term, parting stalls as follows:

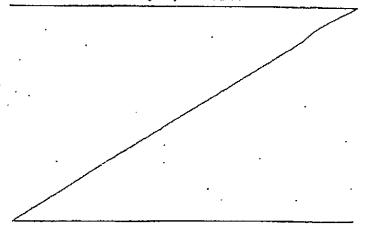
 With respect to the 6th Floor Premises, the 9th Floor Premises, the First Expansion Premises, and the Second Expansion Premises:

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- (i) 6 reserved underground stells at the Building use February 28, 2007 and thereafter 7 unreserved underground stells at the Building:
- (II) Z reserved stalks at the parking facility curred known as "Contennial Parkade"; and
- (III) 8 random state at the parking facility current known as "Centennial Parkade" until Petruary 28, 2997 and 3 andom state thereafter.
- (8) With respect to the Third Expension Premises and the Footh Expension Premises, from and after July 1, 2007 and September 1, 2007, a applicable, and throughout the remainder of the Torm, the Landled shall make available to the Torm; and the Tenent shall license from 60. Landlord, parking statis to be located, in the Landlerd's sole desirion, at the Building and/or the parking facility currently known a Centennial Parkade", in the ratio of one [1] stall per two thousand space feet of Rentable Area of the Third Expension Premises and Footh Expension Premises, respectively.
- (G) With respect to the Fifth Expansion Promises, from and stal Jenuary 1, 2008 and throughout the remainder of the Term, the Landed shall make available to the Terms and the Tenent shall illeanse from the imidiord, two (2) parking stalls to be located, in the Landford's sole discussion, at the Sulfding analor the parking facility currently known a "Centennial Parkade".
- (U) With respect to the 17th Floor Premises and the 18th Floor Punises, from and after January 1, 2008 and throughout the remainder diffe Ferm, the Landford shall make available to the Tenant and the Tenast that license from the Landford, tan (10) parking stalls to be located, in by Landford's sole discretion, at the fulfilling and/or the parking facility causally known as "Contennial Parkade".

The Tenent shell license all parking statis at the prevaling monthly raids being charged by the Landlord (or parking facility operator) from time is lime. The Tenant agrees to sign the Landlord's standard form parking agreemed in respect of its was of such statio."

- (G) Schedules "8-0" and "8-7" attached herete are hereby nucled to the Less immediately following Schedule "8-5".
- 6. The paries confirm that in all other respects, the terms, coverants and conditions of the Lease remain unchanged and in full longs and effect, except as modified by this Agreement. It is indested and agreed that all terms and expressions when used in this Agreement, unless a contay intention is expressed herein, have the same meaning as they have in the Lease.





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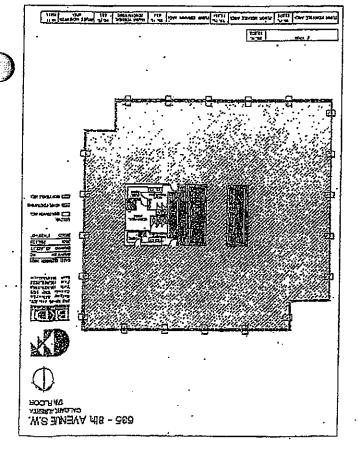
LAA-URG-OLDUZGOZ-EXDAUGII NORTH AMERICAN OIL SANUS-635-2007-12-17-TW ?. This agreement shall ensure to the \sim will of and be binding upon the period horato, the cuccessors and partition of the Landford and the permitted successors and partition arights of the Tenant.

IN WITNESS WHEREOF the parties have duly executed this Agreement as after day and year first above water.

)	THE CADILLAC FAIRVIEW CORPORATION LIMITED
)	(Landlord)
)	per Bitumer
)	Aúthorized Signature
;	Per R. Checke LC
į	Authobed Signature
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ŀ	We have authority to bind the corporation.
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}	HORTH AMERICAN OIL SANDS CORPORATION
į	// // (Tenant)
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1	Per / / Riplant-pr/
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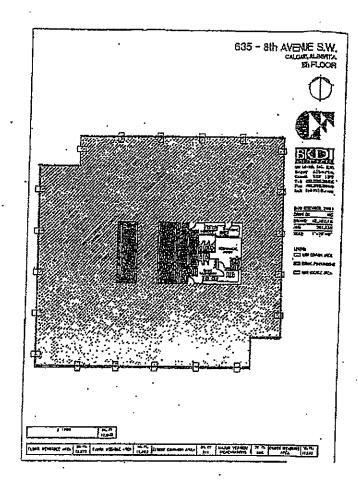
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The purpose of this plan is obtained three approximate to called on the first free in the fluiding.

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The purpose of this plants to identify the approximate location of the 16th Floor Premises in the Suitding.

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CONSENT TO AMALGAMATION

TO:

THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")

AND TO:

NORTH AMERICAN OIL SANDS CORPORATION ("Tensol")

AND TO:

STATOILHYDRO CANADA LTD. ("Amaico")

RE:

Lease dated the 11th day of October, 2005, made between the Landord and the Tenant (the "Lease"), as amended and extended from time to time for certain premises located on the 7th, 8th, 9th, 12th, 17th, and 18th floors (the Fremises") at 635 - 8th Avenue SW (the "Building") In the City of Calgary, in the Province of Alberta;

DATE:

January 16, 2008

WHEREAS pursuant to the Lease, the Landlord leased to the Tanant the above-noted Premises for a term expiring on the 30th day of June, 2018 (the "Term");

AND WHEREAS pursuant to: (i) a Certificate of Amalgamation dated January 1, 2007. North American Oll Sands Corporation and 1229754 Alberta Ltd. amalgamated and continued operating as North American Oil Sands Corporation; (ii) a Certificate of Amalgamation dated January 1, 2008, North American Oil Sands Corporation amalgamated with StatOil Canada Limited to form SaiOil Canada Limited; and (iii) StatOil Canada Limited; and (iii) StatOil Canada Limited amalgamated with StatOilHydro Canada Epforation & Production Inc., to form and continue operating as STATOILHYDRO CANADA LTD. (costively, the "Amalgamation");

AND WHEREAS such Amalgamation is considered a Transfer which requires Landord consent pursuant to the terms of the Lease:

CONSIDERATION - The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (52.00) that has been paid by each of the paties to each of the others, the receipt and sufficiency of which is acknowledged.

CONSENT - The Landford consents to the Amalgamation subject to the periamance and observance of the terms of the Lesse (including the payment of Rent) and subject to the lerms and conditions set out in this Agreement.

CONDITIONS

- This consent shall not derogate from the rights of the Landford under the Lease and Amaico shall remain responsible for the fulfilment of all obligations of the Iterant under the Lease for the balance of the Term and any renewal or extension thereo (the whole without novation of any kind) including, without limitation the obligation to pay all Rent from time to time becoming due under the Lease;
- This consent shall not be construed or interpreted as a forfeiture of any of the Landford's (b) rights under the Lease and does not constitute a waiver of the necessity for obtaining consent to any further or other amalgamation, assignment or subletting or any other Transfer of the Lease (as the term "Transfer" is defined in the Lease);
- (c) The parties confirm that in all other respects, the terms, covenants and confillors of the Lease remain unchanged and in full force and effect, except as modified by this Agreement
- Amalco shall be responsible for all costs, including legal costs incurred by the Landlord in (d) connection with the preparation of this Agreement:
- Amalco shall, at its expense, promptly execute any further assurances with respect to the (e) Premises as the Landford reasonably requires from time to time; and
- The Indemnifier, acknowledging the consideration aforesaid, hereby consents to the (1) within Consent to Amalgamation on the terms and conditions set out herein and confirms that the Indemnity Agreement attached to the Lease as Appendix "A" shall continue in full force and effect and the obligations of the Indemnifier shall remain in full force and effect notwithstanding the within Consent to Amalgamation or any further Transfer of the Lease.
- DEFINITIONS 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.

S-AMAL-CONSENT-04/08/03 — Consent to Amalgamation 635/StatO(IHydro Canada Ltd./2008-01-17 - TW

4. BINDING EFFECT - This Agreement shall enure to the benefit of the Landlord and a successors and assigns and shall be binding upon each of the other parties hereto and each of their has, executors, administrators and permitted successors and permitted assigns, respectively.

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

) THE CADILLAC FAIRVIE	N CORPORATION LIMITED
.) ~~~	(Landlord)
Per: Blhunu	/ '/'
1	Authorized Signature
Per Colicit	15-11-
) Pel: 7 1 . Color 2	Authorized Signature
) IWe have authority to bind	
)) <u>North American oil s</u>	ANDS CORPORATION
)	(Tenant)
Per	io CPC
)	Authorized Signature
)) Per:	
	Authorized Signature
I/We have authority to bind	the corporation.
STATOLHYDRO CANADA	
-6	(Amalco)
Per:	CEO.
***	Authorized Signature
Per:	
	Authorized Signature
i I/We have euthority to bind I	the corporation.

FIFTH LEASE AMENDING AGREEMENT

THIS AGREEMENT is dated the 17th day of January, 2008.

BETWEEN:

THE CADILLAC FAIRVIEW CORPORATION LIMITED (the "Landford")

OF THE FIRST PART

~ and ~

STATOILHYDRO CANADA LTD. (the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 11th day of October, 2005, and made between the Landlord and North American Oll 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, coverants and conditions contained in the tease, 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, sevenly-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, 2009 (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 compising (a) a Rentable Area of approximately five thousand, seven hundred ninety-one (5,781) 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 or June 30, 2018, and (iii) otherwise amend the lease in accordance with the terms and conditions more perticularly 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 Landford 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 compising (a) a Rentable Area of approximately live 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:
- 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 lesse 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 Bullding 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: (t) 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 (12,075) 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;

LAA-URB-03/01/2002-Expansion #25/51a1(DilHydro Canada Lut-2000-01-17-TW

- G. Pursuant to: (i) a Certificate of Amalgamation dated January 1, 2007, North American Oil Sands Corporation and 1229754 Alberta Ltd. amalgamated and continued operating as North American Oil Sands Corporation; (ii) a Certificate of Amalgamation dated January 1, 2008, North American Oil Sands Corporation amalgamated with StatOil Canada Limited to form StatOil Canada Limited; and (iii) StatOil Canada Limited amalgamated with StatOilHydro Canada Exploration & Production Inc., to form and continue operating as STATOILHYDRO CANADA LTD. (collectively, the famalgamation);
- H. By an agreement dated the 16th day of January, (the "Consent to Amalgamation) and made between the Landlord, North American Oil Sands Corporation, as tenard, and StatOilHydro Canada Ltd., as amaico, the Landlord granted its consent to the Amalgamation in accordance with the terms of the lease. The lease, as modified by the First Amending Agreement, the Second Amending Agreement, the Consent Agreement, the Third Amending Agreement, the Fourth Amending Agreement, and the Consent to Amalgamation is hereinafter referred to as the "Lease"; and
- The Landlord and Tenant have agreed, as of and effective from the 1st day of March, 2008 (the "Effective Date"):
 - (i) to further expand the promises leased by the Tenant pursuant to the Lease (he "Seventh Expansion"), to include cortain additional premises, located as follows:
 - (a) the area localed on the nineteenth (19th) floor of the Building and comprising a Rentable Area of approximately livelya thousand, seventy-five (12,075) square feel as shown outlined in heavy black on Schedule "B-8" attached bereto (the "19th Floor Premises");
 - (b) the area located on the Iwentieth (20th) floor of the Building and comprising a Rentable Area of approximately twelve thousand, seventy-nine (12,079) square fed as shown outlined in heavy black on Schedule "8-9" attached bereio (the "20th Floor Pranises");
 - (c) the area located on the twonty-first (21st) floor of the Bullding and comprising a Rentable Area of approximately twelve thousand, seventy-six (12,076) square feel as shown outlined in heavy black on Schedule "B-10" attached hereto (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 buildined in heavy black on Schedule "8-11" ettached hereto (the "22nd Floor Premises"); and
 - (ii) to otherwise amend the Lease in accordance with the terms and conditions hereinatter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two dollars (\$2.00) now paid by each of the parties to the other (the receipt and sufficiency whereof is hereby acknowledged), and other mutual coverants and agreements, the parties do hereby agree as follows:

- 1. The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- 2. The Tenant acknowledges that the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises are presently occupied by and subject to a lease in favour of a third party. Notwithstanding anything contained to this Lease to the contrary, it is understood and agreed by the Landford and the Tenant that the Tenant's right to occupy the 19th Floor Premises, the 20th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises, the 21st Floor Premises, the 21st Floor Premises and the 22nd Floor Premises from that third party prior to the Effective Date, failing which the Effective Date (and accordingly the commencement date of the Term with respect to the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises) shall be postponed by notice in writing from the Landford. The Tenant agrees to execute any further documentation, prepared by the Landford, and which the Landford, acting reasonably, determines is necessary to give effect to the foregoing.
- 3. Provided this Agreement has been executed by the Tenant in a form acceptable to the Landlord on or before January 18, 2003, and subject to the terms and conditions herein contained, the Tenant shall, as of the Effective Date, be provided with vacant possession of: (a) the 19th Floor Premises, (b) the 20th Floor Premises, (c) the 21st Floor Premises, and (d) the 22nd Floor Premises. The Tenant acknowledges and agrees that (i) it shall accept possession of the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises in an "as is" condition as of the Effective Date; (ii) the Landlord has no responsibility or liability for making any renovation, alteration or improvements in or to the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises; and (iii) all further renovations, alterations or improvements in or to the 19th Floor Premises, the 21st Floor Premises are the sole



responsibility of the Tenant and shall be undertaken and completed at the Tenant's expense and strictly in accordance with the provisions of the Lease.

- 4. The Tenant acknowledges and agrees that it shall be responsible for obtaining at necessary building permits and approvals, as required by relevant regulatory authorities, for any impowement work in respect of the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises and that such permits and approvals must be secured prior to the commencement by the Tenant of any improvement work. If required by municipal authorities, the Tenant will also make application for an occupancy certificate for the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises upon completion of the Tenant's improvement work. The Tenant shall submit to the Landord details of any proposed improvement work, including low (4) sets of detailed working drawings and specifications prepared by qualified architects or engineers conforming to good engineering practice. All alterations to the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises shall be in compliance with the terms and conditions set forth in the Lease, and in particular, Section 5.03 of the Lease.
- 5. The Lease is amended as of the Effective Date as follows:
 - (A) Section 1.01 of the Lease is hereby deleted and replaced with the following:

"Section 1.01 Grant and Premises

In consideration of the performance by the Tenant of its obligations under the Lease, the Landlord leases the Premises to the Tenant for the Term. The Premises are located on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the cuilding and have an aggregate Rentable Area of approximately one hunored seventes thousand, five hundred sixty-eighty (117,568) square feet, comprised as follows:

- (a) the area located on the 6th floor shown cross-hatched in red on the floor plan attached heroto as Schedule "B" (the "8th Floor Premises") having a Rentable Area of approximately twelve thousand, sixty-one (12,061) square feet;
- (b) the area located on the 9th floor shown cross-hatched in red on the floor plan attached hereto as Schedule "B-1" (the "9th Floor Premises") having a Rentable Area of approximately twelve thousand, seventy-three (12,073) square test;
- (c) the area located on the 7th floor shown cross-hatched in blue on the floor plan attached hereto as Schedule "B-2" (the "First Expansion Premises") having a Rentable Area of approximately five thousand, seven hundred ninely-one (5,791) square feet;
- (d) the area located on the 7th floor shown cross-hatched in green on the floor plan attached hereto as Schedulo "B-2" (the "Second Expansion Premises") having a Renlable Area of approximately two thousand, four hundred (2,400) square feet;
- (e) the area located on the 12th floor shown cross-hatched in red on the floor plan attached hereto as Schedule "8-4" (the "Third Expension Premises") having a Rentable Area of approximately five thousand, one hundred thirty-five (5.135) square feet;
- (f) the area located on the 12th floor shown cross-halched in blue on the floor plan attached hereto as Schedule "B-4" (the "Fourth Expansion Premises") having a Rentable Area of approximately six thousand, nine hundred fifty-two (6,952) square feet;
- (g) the area located on the 7th floor shown cross-hatched in black on the floor plan attached hereto as Schodule "B-5" (the "Fifth Expansion Premises") having a Rentable Area of approximately three thousand, eight hundred seventy-fixee (3,873) square feet;
- (h) the area located on the 17th floor shown pullined in heavy black on the floor plan attached here to as Schedule "B-6" (the "17th Floor Premises") having a Rentable Area of approximately twelve thousand, seventy-eight (12,078) square feet;
- (i) the area located on the 18th floor shown outlined in neavy black on the floor plan attached here to as Schedule "B-7" (the "18th Floor Premises") having a Rentable Area of approximately twelve thousand, seventy-seven (12,077) square leel;
- (j) the area located on the 19th floor shown outlined in heavy black on the floor plan attached here to as Schedule "B-6" (the "19th Floor Premises") having a Rentable Area of approximately twelve thousand, seventy-five (12,075) square feet;

- (k) the area shown outlined in heavy black on the floor plan attacks here to as Schedule "8-9" (the "20th Floor Premises") having a Rentable Area disproximately twelve thousand, seventy-nine (12,079) square feet;
- (i) the area located on the 21st floor shown outlined in heavy black on the floor plan attached here to as Schedule "8-10" (the "21st Floor Premises") having a Rentable Area of approximately twelve thousand, seventy-six (12,076) square left and
- (m) the area located on the 22nd floor shown outlined in heavy black on the floor plan attached here to as Schedule "B-11" (the "22nd Floor Premises") having a Rentable Area of approximately eight thousand, eight hundred ninsty-eight (898) square feet.

The First Expansion Premises, Second Expansion Premises and the Pit Expansion Premises are hereinalter collectively referred to as the "7th Floor Premises", except where otherwise stated, and the Third Expansion Premises and Fourit Expansion Premises are hereinalter collectively referred to as the "12th Floor Premises". Upon completion of construction in respect of the 7th Floor Premises and 12th Floor Premises, the Landlord may measure the Not Rentable Area of the said Premises, which case Rent shall be adjusted accordingly. The 7th Floor Premises, 8th Floor Premises, 9th Floor Premises, 12th Floor Premises, 17th Floor Premises, 18th Floor Premises, 19th Floor Premises, 20th Floor Premises, 21st Floor Premises and the 22nd Floor Premises shall hereinafter collectively be referred to as the "Premises"."

(6) · Section 1.02 of the Lease is hereby deleted in its entirety and replaced withite following:

"Section 1.02 Term

The Term of this Lease with respect to the:

- (a) 8th Floor Premises and 9th Floor Premises is twelve (12) years and eight (8) months, from the 1st day of November, 2005 to the 30th day of June, 2018;
- (b) the First Expansion Premises is tweive (12) years and one (1) month, from the 1st day of June, 2006 to the 30th day of June, 2018;
- (c) the Second Expansion Premises is eleven (11) years and four (4) months, from the 1st day of March, 2007 to the 30th day of June, 2018;
- (d) the Third Expansion Premises is eleven (11) years, from the 1st day of July, 2007 to the 30th day of June, 2018;
- the Fourth Expansion Premises is len (10) years and ten (10) months, from the tst day of September, 2007 to the 30th day of June, 2018;
- the Fifth Expansion Premises is ten (10) years and six (6) months from the 1st day of January, 2008 to the 30th day of June, 2018;
- (g) the 17th Floor Premises and 18th Floor Premises is ten (10) years and six (6) months, from the 1st day of January, 2008 to the 30th day of June, 2018; and
- (h) the 19th Floor Premises, 20th Floor Premises, 21st Floor Premises, and 22nd Floor Premises is len (10) years and four (4) months, from the 1st day of March, 2008 to the 30th day of June, 2018."
- (C) Section 2.92 of the Lease is hereby deteted in its entirety and replaced with the following:

"Section 2.02 Net Rent

The Tenant shall pay Net Rent as follows:

- during the period from and including November 1, 2005 to and including May 31, 2006, the sum of THREE HUNDRED NINETY-TWO THOUSAND, ONE HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY CENTS (\$392,177.50) per annum payable in equal consecutive monthly instalments of THIRTY-TWO THOUSAND, SIX HUNDRED EIGHTY-ONE DOLLARS AND FORTY-SIX CENTS (\$32,681.46) each in advance on the first day of each calendar month during the aloresaid period. The Net Rent is based on an annual rate of SIXTEEN DOLLARS AND TWENTY-FIVE CENTS (\$16.25) per square fool of the Rentable Area of the 8th Floor Premises;
- (ii) during the period from and including June 1, 2006 to and including February 28, 2007. Use sum of FIVE HUNDRED FIFTY-SEVEN THOUSAND, TWO



HUNDRED TWENTY-ONE DOLLARS (\$557,221.00) per annul Payable in equal consecutive monthly instalments of FORTY-SIX THOUSIND. FOUR HUNDRED THIRTY-FIVE DOLLARS AND EIGHT CENTS (\$46,4508) each in advance on the first day of each calendar month during the alresaid period. The Net Rent is based on an annual rate of SIXTEEN DOLLARS AND TWENTY-FIVE CENTS (\$16,25) per square foot of the Rentable Area of the \$11 Floor Premises and TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28,50) per square foot of the Rentable Area of the Fix Expansion Premises;

- during the period from and including March 1, 2007 to and including June 30, 2007, the sum of SIX HUNDRED TWENTY-FIVE THOUSAND, SIX HUNDRED TWENTY-ONE DOLLARS (\$625,621.00) per annum payable in equal consecutive monthly instalments of FIFTY-TWO THOUSAND, ONE HUNDRED THIRTY-FIVE POLLARS AND EIGHT CENTS (\$52,135.08) each hadvance on the first day of each calendar month during the aforesald period. The Net Rent is based on an annual rate of SIXTEEN DOLLARS AND TWENTY-FIVE CENTS (\$16.25) per square foot of the Rentable Area of the 8th Floor Premises and 9th Floor Premises and TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square foot of the Rentable Area of the First Expansion Premises and the Second Expansion Premises;
- (iv) during the period from and including July 1, 2007 to and including August 31, 2007, the sum of SEVEN HUNDRED SEVENTY-ONE THOUSAND, NINE HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY CENTS (\$771,988.50) per annum payable in equal consecutive monthly instalments of SIXTY-FOUR THOUSAND, THREE HUNDRED THIRTY DOLLARS AND SEVENTY-ONE CENTS (\$64,330,71) each in advance on the first day of each calendar month during the aloresaid period. The Net Rent is based on an answel rate of SIXTEEN DOLLARS AND TWENTY-FIVE CENTS (\$16.25) per square fool of the Rentable Area of the 8th Floor Premises and 9th Floor Premises and TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square fool of the Rentable Area of the First Expansion Premises, Second Expansion Premises and the Third Expansion Premises;
- (v) during the period from and Including September 1, 2007 to and including December 31, 2007, the sum of ONE MILLION, EIGHTY-FOUR THOUSAND, SEVEN HUNDRED THIRTY-SEVEN DOLLARS (\$1,084,737,00) per annum payable in equal consecutive monthly instalments of NINETY THOUSAND, THREE HUNDRED NINETY-FOUR DOLLARS AND SEVENTY-FVE CENTS (\$90,394,75) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of TWENTY-ONE DOLLARS (\$21,00) per square foot of the Rentable Area of the 8th Floor Premises and 9th Floor Premises and TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28,50) per square foot of the Rentable Area of the First Expansion Premises, Second Expansion Premises and 12th Floor Premises;
- during the period from and including January 1, 2008 to and including February (vi) 29, 2008, the sum of TWO MILLION, NIMETY-ONE THOUSAND, EIGHT HUNDRED EIGHT DOLLARS AND FIFTY CENTS (\$2,091,808.50) per snnum payable in equal consecutive monthly instalments of ONE HUNDRED SEVENTY-FOUR THOUSAND, THREE HUNDRED SEVENTEEN DOLLARS AND THIRTY-SEVEN CENTS (\$174,317.37) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of TWENTY-ONE DOLLARS (\$21,00) per square fool of the Rentable Area of the 8th Floor Premises and 9th Floor Premises; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28,50) per square fool of the Rentable Area of the First Expansion Premises, Second Expansion Premises and 12th Floor Premises: THIRTY-FIVE DOLLARS AND FIFTY CENTS (\$35.50) per square fool of the Rentable Area of the Fifth Expansion Premises; and THIRTY-SIX DOLLARS (\$35.00) per square foot of the Rentable Area of the 17th Floor. Premises and 10th Floor Premises:
- (vii) during the period from and including March 1, 2008 to and including December 31, 2009, the sum of THREE MILLION, SEVEN HUNDRED SIXTEEN THOUSAND, FOUR HUNDRED SIXTEEN DOLLARS AND FIFTY CENTS (\$5,716,416,50) per annum payable in equal consecutive monthly instalments of THREE HUNDRED NINE THOUSAND, SEVEN HUNDRED ONE DOLLARS AND THRITY-SEVEN CENTS (\$309,701,37) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of TWENTY-ONE DOLLARS (\$21,00) per square fool of the Rentable Area of the 8th Floor Premises and 9th Floor Premises; TWENTY-

EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square foot of the Rentable Area of the First Expansion Premises, Second Expansion Premises and 12th Floor Premises; THIRTY-FIVE DOLLARS AND FIFTY CENTS (\$35.50) per square foot of the Rentable Area of the Fifth Expansion Premises; and THIRTY-SIX DOLLARS (\$36.00) per square foot of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises, the 18th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises;

- (viii) during the period from and including January 1, 2010 to and including September 30, 2010, the sum of THREE MILLION, SEVEN HUNDRED IMENTY-FIVE THOUSAND, ONE HUNDRED THIRTY DOLLARS AND SEVENTY CENTS (\$3,725,130,70) per annum payable in equal consecutive monthly instalments of THREE HUNDRED TEN THOUSAND, FOUR HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY-FIVE CENTS (\$310,427.55) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of TWENTY-ONE DOLLARS (\$21.00) per square foot of the Rentable Area of the 8th Floor Premises and 9th Floor Premises; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square fool of the Rentable Area of the First Expansion Premises, Second Expansion Premises and 12th Floor Premises; THIRTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$37.75) per square fool of the Rentable Area of the Fifth Expansion Premises: and THIRTY-SIX DOLLARS (\$35.00) per square foot of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises, the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises:
- during the period from and including October 1, 2010 to and including December 31, 2011, the sum of THREE MILLION, NINE HUNDRED FIFTY-FOUR THOUSAND, FOUR HUNDRED THREE DOLLARS AND SEVENTY CENTS (\$3,954,403,70) per annum payable in equal consecutive monthly instalments of THREE HUNDRED TWENTY-NINE THOUSAND, FIVE HUNDRED THIRTY-THREE DOLLARS AND SIXTY-FOUR CENTS (\$329,533.64) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$30.50) per square fool of the Rentable Area of the 8th Floor Premises and 9th Floor Premises; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square fool of the Rentable Area of the First Expansion Premises, Second Expansion Premises and 12th Floor Premises; THIRTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$37,75) per source fool of the Rentable Area of the Fifth Expansion Premises; and THIRTY-SIX DOLLARS (\$35.00) persquare fool of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises, the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises:
- during the period from and including January 1, 2012 to and including August 31, (x) 2012, the sum of THREE MILLION, MINE HUNDRED SKTY-THREE THOUSAND, ONE HUNDRED EIGHTEEN DOLLARS (\$3,963,118.00) per annum payable in equal consecutive monthly instalments of THREEHUNDRED THIRTY THOUSAND, TWO HUNDRED FIFTY-NINE DOLLARS AND EIGHTY-THREE CENTS (\$330,259.83) each in advance on the first day of each calendar month during the aforesaid period. The Nei-Rent is based on an annual rate of THIRTY DOLLARS AND FIFTY GENTS (\$30.50) per square fool of the Rentable Area of the 8th Floor Premises and 9th Floor Premises; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square fool of the Reniable Area of the First Expansion Premises, Second Expansion Premises and 12th Floor Premises: FORTY DOLLARS (\$40.00) per square foot of the Reniable Area of the Fifth Expansion Premises; and THIRTY-SIX DOLLARS (\$36.00) per square foul of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises. the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and ine 22nd Floor Premises:
- (xi) during the period from and including September 1, 2012 to and including December 31, 2012, the sum of THREE MILLION, NINE HUNDRED EIGHTY-SEVEN THOUSAND, TWO HUNDRED NINETY-TWO DOLLARS (\$3,987,292,00) per annum payable in equal consecutive monthly instalments of THREE HUNDRED THIRTY-TWO THOUSAND, TWO HUNDRED SEVENTY-FOUR DOLLARS AND THIRTY-THREE CENTS (\$332,274,33) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$30,50) per square foot of the Rentable Area of the 8th Floor Premises, 9th Floor Premises and 12th Floor Premises; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28,50) per square foot of the Rentable Area of the First Expansion Premises and Second Expansion Premises; FORTY DOLLARS

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(\$40.00) per square foot of the Rentable Area of the Fifth Expansion Premises; and THIRTY-SIX DOLLARS (\$35.00) per square foot of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises, the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises.

- during the period from and including January 1, 2013 to and including January (xli) 31, 2013, the sum of FOUR MILLION, THIRTY-FIVE THOUSAND, SIX HUNDRED TWO DOLLARS (\$4,035,602.00) per annum payable in equal consecutive monthly instalments of THREE HUNDRED THIRTY-SIX THOUSAND, THREE HUNDRED DOLLARS AND SIXTEEN CENTS (\$336,300.16) each in advance on the first day of each calendar month during the aloresaid period. The Net Rent is based on an annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$30.50) per square fool of the Reliable Area of the 8th Floor Premises, 9th Floor Premises and 12th Floor Premises, TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square fool of the Rentable Area of the First Expansion Premises and Second Expansion Premises; FORTY OOLLARS (\$40.00) per square foot of the Rentable Area of the Fifth Expansion Premises: THIRTY-EIGHT DOLLARS (\$38,00) per square foot of the Rentable Area of the 17th Floor Premises and 18th Floor Premises; and THIRTY-SIX DOLLARS (\$36.00) per square fool of the Rentable Area of the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and he 22nd Floor Premises:
- during the period from and including February 1, 2013 to and including June 30, (xiii) 2013, the sum of FOUR MILLION, ONE HUNDRED TWENTY-FIVE THOUSAND, EIGHT HUNDRED FIFTY-EIGHT DOLLARS (\$4,125,858.00) DET annum payable in equal consecutive monthly instalments of THREE HUNDRED FORTY-THREE THOUSAND, EIGHT HUNDRED TWENTY-ONE DOLLARS AND FIFTY CENTS (\$343,821.50) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$30.50) per square (oot of the Rentable Area of the 8th Floor Premises, 9th Floor Premises and 12th Floor Premises; TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$28.50) per square fool of the Rentable Area of the First Expansion Premises and Second Expansion Premises; FORTY DOLLARS (\$40.00) per square foot of the Rentable Area of the Fifth Expansion Premises; and THIRTY-EIGHT DOLLARS (\$38,00) per square fool of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises, the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises;
- (xiv) during lire period from and Including July 1, 2013 to and including Decamber 31, 2013, the sum of FOUR MILLION, ONE HUNDRED FORTY-TWO THOUSAND, TWO HUNDRED FORTY DOLLARS (\$4,142,240.00) per annum payable in equal consecutive monthly instalments of THREE HUNDRED FORTY-FIVE THOUSAND, ONE HUNDRED EIGHTY-SIX DOLLARS AND SIXTYSIX CENTS (\$345,185.65) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$30.50) per square foot of the Rentable Area of the 8th Floor Premises, 9th Floor Premises, First Expansion Premises, Second Expansion Premises and 12th Floor Premises; FORTY DOLLARS (\$40.00) per square foot of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises, the 19th Floor Premises, the 20th Floor Premises, t
- during the period from and including January 1, 2014 to and including December 31, 2015, the sum of FOUR MILLION, ONE HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED TWENTY-TWO DOLLARS AND FIFTY CENTS (\$4,151,922.50) per annum payable in equal consecutive monibily instalments of THREE HUNDRED FORTY-FIVE THOUSAND, NINE HUNDRED NINETY-THREE DOLLARS AND FIFTY-FOUR (\$345,993.54) each in advance on the first of an annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$30.50) per square fool of the Rentable Area of the 8th Floor Premises, 9th Floor Premises; First Expansion Premises, Second Expansion Premises and 12th Floor Premises; FORTY-TWO DOLLARS AND FIFTY CENTS (\$42.50) per square foot of the Rentable Area of the Fifth Expansion Premises; and THIRTY-EIGHT DOLLARS (\$38.00) per square foot of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises; and

- during the period from and including January 1, 2016 to and including June 30, 2018, the sum of FOUR MILLION, ONE HUNDRED SIXTY-ONE THOUSAND. SIX HUNDRED FIVE DOLLARS (\$4,181,605.00) per annum papitie in equal consecutive monthly instalments of THREE HUNDRED FORTY-SIX. THOUSAND, EIGHT HUNDRED DOLLARS AND FORTY-ONE CENTS (\$346,800.41) each in advance on the first day of each calendar month during the aforesaid period. The Net Rent is based on an annual rate of THIRTY DOLLARS AND FIFTY CENTS (\$30.50) per square foot of the Rentable Area of the 8th Floor Premises, 9th Floor Premises, First Expansion Premises, Second Expansion Premises and 12th Floor Premises; FORTY-FIVE DOLLARS (\$45.00) per square foot of the Rentable Area of the Fifth Expansion Premises: and THIRTY-EIGHT DOLLARS (\$38.00) per square foot of the Rentable Area of the 17th Floor Premises, the 18th Floor Premises, the 20th Floor Premises, the 21st Floor Premises, the 22nd Floor Premises."
- (D) The Landlord and Tenant acknowledge that the Additional Expansion Space (as defined in Section 11.21 of the Lease) references that rentable area that now comprises the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises and the 22nd Floor Premises. Accordingly, Section 11.21 of the Lease is hereby deleted in its antirety:
- (E) Section 11.19 of the Lease is hereby deleted in its entirety and replaced with the following:

"<u>Section 11.19 Parking</u>

The Landlord agrees to make available to the Tenant during the Tem, and the Tenant agrees to license from the Landlord throughout the Term, parking stalls as follows:

- (A) With respect to the 9th Floor Premises, the 9th Floor Premises, the First Expansion Premises, and the Second Expansion Premises:
 - 6 reserved underground statis at the Building until February 28, 2007 and thereafter 7 unreserved underground stalls at the Building;
 - (ii) 2 reserved stails at the parking facility currently known as "Contennial Parkade"; and
 - (iii) 9 random stalls at the parking facility currently known as "Centennial Parkade" until February 28, 2007 and 9 random stalls thereafter.
- (B) With respect to the Third Expansion Premises and the Fourth Expansion Premises, from and after July 1, 2007 and September 1, 2007, as applicable, and throughout the remainder of the Term, the Landlord shall make available to the Tenant and the Tenant shall license from the Landlord, parking stalls to be located, in the Landlord's sole discretion, at the Building and/or the parking facility currently known as "Centennial Parkade", in the ratio of one (1) stall per two thousand square feet of Rentable Area of the Third Expansion Premises and Fourth Expansion Premises, respectively:
- (C) With respect to the Fifth Expansion Premises, from and after January 1, 2008 and throughout the remainder of the Term, the Landlord shall make available to the Tenant and the Tenant shall license from the Lendlord, two (2) parking stalls to be located, in the Landlord's sole discretion, at the Building and/or the parking facility currently known as "Centennial Parkade".
- (D) With respect to the 17th Floor Premises and the 18th Floor Premises, from and after January 1, 2008 and throughout the remainder of the Term, the Landford shall make available to the Terant and the Terant shall license from the Landford, ten (10) parking stalls to be-located, in the Landford's sole discretion, at the Building and/or the parking facility currently known as "Centennial Parkade".
- [E] With respect to the 19th Floor Premises, the 20th Floor Premises, the 21st Floor Premises, and the 22nd Floor Premises, from and after March 1, 2008 and throughout the remainder of the Term, the Landlord shall make available to the Tenant and the Tenant shall license from the Landlord, nineteen (19) parking stalls to be located, in the Landlord's sole discretion, at the Building and/or the parking facility currently known as "Centennial Parkade".

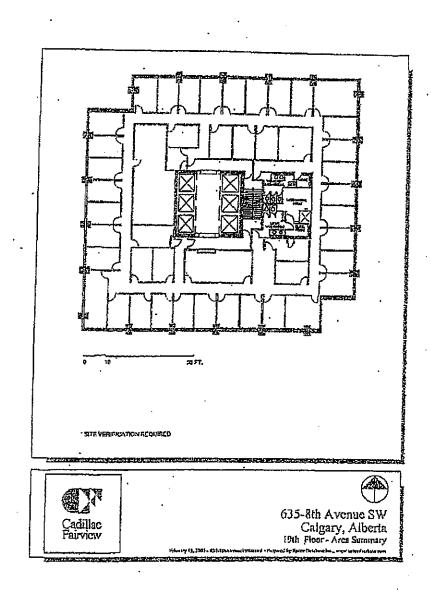


The Tenant shall license all parking stalls at the prevailing monthlyrates being charged by the Landlord (or parking facility operator) from time to time. The Tenant agrees to sign the Landlord's standard form parking agreement in respect of its use of such stalls."

- (F) Schedules "B-8", "B-9", "B-10", and "B-11" attached hereto are hereby added to the -Lease immediately following Schedule "B-7".
- 6. The parties confirm that in all other respects, the terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by 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.
- 7. This Agreement shall enure to the benefit of and be binding upon the parties hareto, the successors and assigns of the Landlard and the permitted successors and permitted assigns of the Tenant.

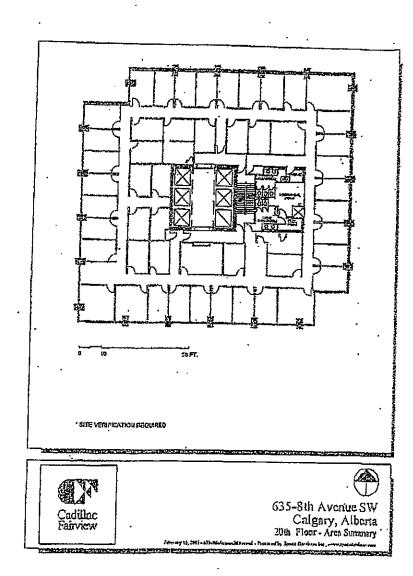
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

}	THE CADILLAC FAIRVIEW CORE		
{	Per: Mully		(Landlord)
{		Authorized	Signature
{	Per N. C. Charles	- h-	
))))))		Authorized	Signature
	I/We have authority to bind the corporation.		
	STATOILHYDRO GANADA LTD.		
		•	(Tenant)
j	Per:	≤ro,	
)		Authorized	Signature
	Per:		
		Authorized	Signature
	I/We have authority to bind the corporation.		

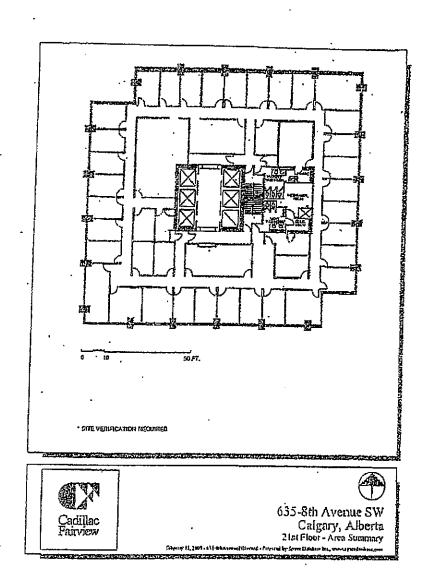


The purpose of this plan is to identify the approximate location of the 19th Floor Premises in the Building.



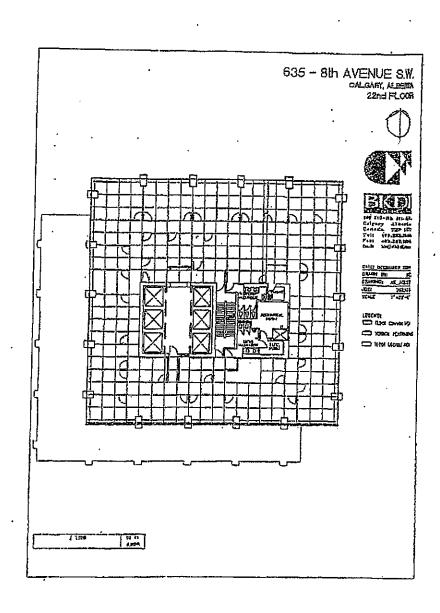


The purpose of this plan is to identity the approximate location of the 20th Floor Premises in the Building.



The purpose of this plan is to identity the approximate location of the 21st Floor Promises in the Building.





The purpose of this plan is to identify the approximate location of the 22nd Floor Premises in the Building-

