

LEASE AGREEMENT

Dated this day of _____, _____, 20____

BETWEEN:

PRISM DEVELOPMENTS INC.

AND:

FOR PREMISES IN:
Suite #____, **2914 Kingsview Boulevard**
Airdrie, AB
(the "Building")

RETAILSPACE

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Summary of Terms

1. Tenant Name: _____
2. Square Footage: _____ sqft
3. Address: Suite #____, 2914 Kingsview Boulevard, Airdrie, AB
4. Rental Rate:

Year One	\$_____per sq ft per year
Year Two	\$_____per sq ft per year
Year Three	\$_____per sq ft per year
Year Four	\$_____per sq ft per year
Year Five	\$_____per sq ft per year
5. Operating Costs and Taxes: \$_____ per square foot per year for 20____
6. Term: _____ years
7. Commencement Date: _____
8. Expiry Date: _____
9. Deposit:

First months gross:	\$_____
GST	\$_____
Portion last months gross:	\$_____
GST	\$_____
Total	\$_____
10. Use of Leased Premises: The Leased Premises shall be continuously used and occupied principally for the purposes of _____operating under a trade name to be determined and subject to the approval of the Landlord acting reasonably and for no other purpose whatsoever.
11. Landlord Improvements: SEE SCHEDULE "A"
12. Fixturing Period: The Landlord shall grant to the Tenant early occupancy on _____for the conduct of the Tenant's Work.

LEASE AGREEMENT

THIS INDENTURE made the Wednesday, December 20, 2006.

BETWEEN **PRISM DEVELOPMENTS INC.**

(hereinafter called the "Landlord")

AND _____

(hereinafter called the "Tenant")

WHEREAS:

The Landlord is owner of **2914 Kingsview Boulevard**, a shopping center in Airdrie, Alberta (the "Building") and the Tenant has agreed to establish and operate a business in the Building consistent with the planning of the Landlord for the unity of the Building, and on the terms and conditions set forth in this Lease.

NOW THIS INDENTURE WITNESSETH:

1. ARTICLE ONE: DEMISE TERM AND HEAD LEASE

A) Demise and Term

In consideration of the Rent, covenants and agreements contained in this Lease which Rent, covenants and agreements are to be paid, observed and performed by the Tenant, the Landlord does hereby demise and Lease unto the Tenant the Leased Premises TO HAVE AND TO HOLD for and during the Term of _____ to the last day of _____ or until otherwise terminated as hereinafter provided. In addition, the Tenant shall be entitled, to the benefit of the Leased Premises, to enjoy upon the terms and conditions set out in this Lease and use in common with others entitled thereto, of the Common Area and Common Facilities.

2. ARTICLE TWO: RENT

A) Rent

The Tenant covenants and agrees to pay to the Landlord, at the office of the Landlord or at such other place as the Landlord may in writing direct, during the Term in lawful money of Canada, without any set-off, compensation or deduction whatsoever on the days and at the times hereinafter specified, Rent which shall be the aggregate of the sums specified in clauses (I), (III) and (IV) below:

I. Base Rent

During each year of the Lease Term payable on the first day of each month in advance, the Tenant shall pay the following Base Rent excluding GST.

Annual Base Rent

	Monthly Base Rent	Annual Base Rent	Rate per Square Foot
Years 1	\$ _____	\$ _____	\$ _____
Years 2	\$ _____	\$ _____	\$ _____
Years 3	\$ _____	\$ _____	\$ _____
Years 4	\$ _____	\$ _____	\$ _____
Years 5	\$ _____	\$ _____	\$ _____

II. Prepaid Rent

Contemporaneous with the execution of this Lease the Tenant shall deposit with the Landlord the sum of _____ (\$_____) as prepaid rent to be allocated as follows:

_____ (\$_____) towards all gross rents payable by the Tenant plus GST for the first months gross rent becoming due hereinder, AND _____ (\$_____) to be applied to the last month's gross rent plus GST.

The payment of the prepaid rent is to ensure the performance by the Tenant of all the terms, covenants and conditions herein to be respectively paid, observed and performed by the tenant, and if the Tenant shall breach any of such terms, covenants or conditions the Landlord may at its option appropriate and apply the said prepaid rent, or so much thereof as may be necessary, as full or partial compensation to the Landlord for loss or damage suffered or sustained by the Landlord arising out of or in connection with such breach by the Tenant; and the Tenant upon demand shall forthwith pay to the Landlord an amount sufficient to restore the prepaid rent to the original sum required to be deposited. In the event of bankruptcy or other creditor debtor proceedings against the Tenant, such prepaid rent shall be applied first to the payment of rent and other sums due to the Landlord under the terms of this lease. At the termination of this Lease such prepaid rent, or so much thereof as shall then remain in the Landlord's hands, shall be returned without interest to the Tenant. In the event of a sale, transfer or assignment of this Lease by the Landlord, the Landlord may transfer such prepaid rent or so much thereof as shall then remain to the purchaser, transferee or assignee and thereupon the Landlord shall be freed and discharged from any further liability in connection with such prepaid rent.

III. Additional TOGETHER WITH the Tenant's portion of the aggregate of the following:

- a) Common Area Maintenance Cost (estimated at _____ (\$_____) per square foot per year for 20____) not inclusive of Utilities

IV. Further Additional Rent TOGETHER WITH the following:

- a) the cost, charge, or expense for janitorial service, glass insurance, heating and air conditioning, and any like service rendered to the Lease Premises for the benefit of the Tenant and paid by the Landlord,
- b) that portion of the Common Area Maintenance Cost attributable to the fact that the Tenant is operating the Leased Premises in excess of the Normal Business Hours for the Building,
- c) if cleaning, garbage removal, water, electrical, gas, power, or any other services of utility are not separately charged to the Tenants or metered to the Leased Premises but are supplied for the Tenant through facilities services or meters common to other Tenants or a group of Tenants in the Building, the Landlord will pay the cost of such services and utilities and will apportion the cost between the Tenants supplied through such common facilities services or meters pro rated based on the proportion of the Tenants' floor space to the total floor space all of Tenants in a group of Tenants as the case may be,
- d) depreciation calculated in accordance with generally accepted accounting practice on fixtures and equipment in common facilities including fixtures or equipment which are part of the HVAC System and maintenance and cleaning equipment together with interest at ten percent upon the undepreciated capital costs from time to time of such fixtures and equipment;
- e) an administrative and supervisory fee being an agreed to pre-estimate of the overhead expenses of the Landlord which are not reasonably capable of being allocated to the maintenance, operation, supervision and administration of the centre, equal to (15%) of all costs and expenses incurred by landlord excepting taxes or interest costs
- f) signage rent per lineal foot per month as may be agreed upon by a sign rental agreement between the landlord and the tenant.

B) Additional Rent and Late Fees.

The Additional Rent set out in Articles 2(A)(III) and 2(A)(IV) shall be payable by the Tenant as Additional Rent. The Tenant shall as well pay the Goods and Services Tax on the Base Rent and all Additional Rent. All tenants will be subject to a late penalty equal to ten (10%) percent of their aggregate monthly rental payment for any rents not paid on the first of the month and two (2%) percent of their aggregate monthly rental payment per day until rent is paid in full. Any checks returned NSF to landlord will be considered as non payment of rent and will be subject to same late penalties as if rent had never been paid at all. After the 14th of any calendar month, if the Tenant is in breach of any terms of this lease, all rents under the term of the lease become due and payable and with 48 hours notice given to Tenant, Tenant will vacate Leased Premises.

C) Tenant's Portion

The Tenant's portion of the costs described in Articles 2(A)(IV) A and B shall be the sum which is equal to the aggregate of the said costs (or portions thereof) multiplied by the fraction, the numerator of which is the Area of the Leased Premises and the denominator of which is the Gross Leasable Area.

D) Basis of Determining Rent

The Tenant acknowledges that the Base Rent is calculated on the basis of the Area of the Leased Premises being _____ (_____) square feet at a rate of _____ (\$_____) (net) per annum for each square foot for the first year. The Landlord may, at any time during the currency of this Lease, re-measure the Leased Premises using current BOMA Standards. If the rental space is found to be different in size, a new square footage will be applied to the prevailing monthly rental rates for the balance of the lease term. The tenant will be notified in writing and the new rental rate will be due on the first day of the following month. It shall be agreed that the new Rent charged arising out of the re-measurement of the Leased Premises is reasonable market Rent for the Premises.

E) Payment of Rent

The items of Rent provided for in this Article 2 shall be paid by the Tenant as follows:

I. Base Rent

The first monthly installment of Base Rent shall be paid by the Tenant on the Commencement Date of Term. Where the Commencement Date of Term is the first day of a month, such installment shall be in respect of such month where the Commencement Date of Term is not the first day of a calendar month. Rent for the period from the Commencement Date of Term to the first day of the next ensuing calendar month shall be pro rated on a per diem basis and paid on the first day of such month and the installment of Base Rent paid upon the Commencement Date of Term shall be in respect of the Base Rent for the first full calendar month of the Term thereafter. In either case, subsequent monthly installments shall each be paid in advance on the first day of each ensuing calendar month during the Term.

II. Additional Rent Payments

The amount of Additional Rent which the Tenant is to pay shall be estimated by the Landlord for such period as the Landlord may determine. The Tenant agrees to pay to the Landlord such amount in monthly installments in advance during such period on the dates and at the times for payment of Base Rent provided for in this Lease.

F) Reporting of Costs

Within ninety (90) days after the end of each Calendar Year, the Landlord shall furnish to the Tenant a statement of the actual Common Area Maintenance Cost, including but not limited to, the Cost of Heating and Ventilating, Cost of Insurance, and Tax Cost during such Lease Year and the Tenant's portion thereof determined pursuant to this Article, showing in cumulative yearly totals, all the information relevant and necessary to the exact calculation of these amounts.

If the amount payable by the Tenant as shown on such statement is greater or less than the Additional Rent paid by the Tenant to the Landlord pursuant to Article 2(A)(III) and (IV) the proper adjustment shall be made and become due and payable on the first of the following calendar month. If such payment is not made on the first of the following calendar month by the Tenant, such payment will be treated in the same manner as late payment for Additional Rent as outlined in paragraph 2. B). Any payment made by the Landlord or made by the Tenant and accepted by the Landlord in respect of any adjustment made hereunder, shall be without prejudice

to the right of the Landlord to claim a re-adjustment provided such claim is made within twelve (12) months from the date of delivery of the statement referred to in this paragraph.

G) Rent for Irregular Periods

All Rent reserved herein, including, without limiting the generality of the foregoing, and the Additional Rent shall be deemed to accrue from day to day and, if for any reason it shall become necessary to calculate Rent for irregular periods of less than one year, an appropriate pro-rata adjustment shall be made on a daily basis in order to compute Rent for such irregular period.

H) Waiver of Offset

The Tenant hereby waives and renounces any and all existing and future claims, offsets, and compensation against any Rent or other amounts due hereunder and agrees to pay such Rent and other amounts regardless of any claim, offset, or compensation which may be asserted by the Tenant or on its behalf.

I) Post Dated Cheques

The Tenant shall within five days of the later of the execution hereof and the production of the estimates referred to in section 2. F) give to the Landlord post-dated checks to the end of the current calendar year, each in an amount equal to the monthly Basic Rent plus one-twelfth (1/12) of the estimated annual Additional Rent for the balance of the calendar year and shall, one month before the end of the calendar year, give twelve post-dated cheques for the ensuing twelve months.

3. ARTICLE THREE: FIXTURING OF LEASED PREMISES

A) Tenant's Work

The Tenant acknowledges that, save as otherwise may have been expressly agreed in writing by the Landlord, the Tenant accepts the premises in an "as is" condition and further, that the Tenant's Work includes the procurement and installation, at its own expense, of those items determined as Tenant's Work in Schedule "A", which shall be installed and procured by the Tenant in accordance with the procedures set out in Schedule "B" and all such other work as the Tenant may desire to perform in the Leased Premises and to which the Landlord may agree (provided no such work shall be commenced by the Tenant until such time as architectural and engineering plans and specifications relating to the said work have been supplied to the Landlord and approved by it in writing). The Tenant covenants and agrees that it will in accordance with the procedures set out in Schedule "B" fully equip the Leased Premises with all trade equipment, lighting fixtures, ceilings (if any), furniture, operating equipment, washrooms, furnishings, fixtures, floor coverings, heating and ventilating equipment, and any other equipment necessary for the proper operation of the Tenant's business such installation shall be completed without damage to the structure of the Leased Premises or to the heating, ventilating, sprinkling, plumbing, electrical and other mechanical systems of the Building.

B) Completion

The Tenant covenants and agrees that it will within thirty (30) days after the later of the following to occur:

- I. the date the Landlord approves in writing of the plans and specifications required to be delivered by the Tenant to the Landlord pursuant to Schedule "B" hereof, or
- II. delivery of possession of the Leased Premises to the Tenant sufficiently completed to permit the commencement of construction of the Tenant's Work;

Complete or cause the completion of the Tenant's Work in accordance with the procedures set out in schedule "B".

Acceptance of Leased Premises: The opening by the Tenant of its business in the Building shall constitute an acknowledgment by the Tenant that the Leased Premises are in the condition called for by this Lease.

4. ARTICLE FOUR: CONDUCT OF BUSINESS

The Tenant covenants with the Landlord that:

A) Use of Leased Premises

The Leased Premises shall be continuously used and occupied principally for the purposes of the _____ operating under a trade name to be determined and subject to the approval of the Landlord acting reasonably and for no other purpose whatsoever.

B) Prohibited Uses

The Tenant shall not, at any time, commit, carry on nor suffer, permit, or allow to be carried on in the Leased Premises any fire sale, distress sale, wholesale merchandising, sale of second-hand goods, bankruptcy sale, going-out-of-business sale, or any other business sale or removal of goods that would convey to the public or landlord that business operations are to be discontinued. No goods of any nature, are to be removed on any significant scale, to be determined by landlord, unless landlord agrees to such removal in writing. The Landlord will also not allow an auction, a pawn business, a mail order business, or any other business which because of the merchandise likely to be sold or the merchandising or pricing methods or the nature of the business that could in any way be viewed as to lower the character of the Building, nor any other business or occupation which shall be deemed by the Landlord to be inappropriate or a nuisance.

C) To Operate During the Term

The Tenant will not during the Term vacate the Leased Premises either in whole or in part but will:

- I. conduct its business in the entire Leased Premises;
- II. remain open for business during the Tenant's normal hours of operation;
- III. actively carry on in the Leased Premises the type of business for which the Leased Premises are leased to the Tenant;
- IV. where applicable, warehouse, store, or stock only such goods, wares, and merchandise as the Tenant intends to offer for sale at retail in the Leased Premises.

D) Use

The Tenant will devote not less than such percentage of the Area of the Leased Premises as may reasonably be required to carry on the Tenant's business.

E) Signs:

The Tenant will not erect or place, or suffer to be erected or placed or maintained, any signs of any nature or kind whatsoever either on the exterior walls of the Leased Premises or elsewhere in the Building, nor shall the Tenant erect or place, or suffer to be enacted or placed, in the display windows, any sign, decoration, lettering, or advertising matter or any kind (including signs placed in the interior of the Leased Premises or exterior view), without first obtaining the Landlord's written approval and consent in each instance. The Tenant will use and bear the cost of maintaining and repairing the signs to be located on the outside of the Leased Premises either in the Building or on the exterior space front. The sign on which the Tenant will advertise its name or business and such advertising shall be of a type, and in a form approved by the Landlord.

F) Illumination of Display Windows

The Tenant shall keep the display windows, if any, of the Leased Premises suitably illuminated during the Tenant's normal hours of operation and during such other reasonable hours as the Landlord may determine.

5. ARTICLE FIVE: REPAIRS

The Tenant covenants with the Landlord that:

A) Tenant's Repairs

The Tenant shall at all times during the Term at its own cost and expense repair, maintain, and keep the Leased Premises, all equipment, fixtures, and mechanical systems within the Leased Premises or elsewhere (if such equipment, fixtures, or systems are provided exclusively for the use or benefit of the Leased Premises), and any improvements now or hereafter made to the Leased Premises in good order and repair as a careful owner would do excepting only repairs for which the Landlord is responsible under Article 5(f), and damage by Insurable Hazard. The Tenant covenants to perform such maintenance, to affect such repairs and replacements, and to decorate at its own cost and expense as and when necessary or when requested to do so by the Landlord.

B) Repairs to Glass

The Tenant shall promptly repair or make whole all damaged glass, plate glass, doors, and windows in the Leased Premises, unless such damage is caused by the Landlord, its servants, or agents.

C) Landlord's Examination of Leased Premises

The Landlord and any employee, servant, or agent of the Landlord shall be entitled, at any reasonable time during the Tenant's normal hours of operation and during any emergency, from time to time, to enter and examine the state of maintenance, repair, decoration, and order of the Leased Premises, all equipment and fixtures within the Leased Premises, all equipment and fixtures within the Leased Premises and any improvements now or hereafter made to the Leased Premises; and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs, replacements, or decorations as may be found necessary from such examination.

D) Repair at end of Term

At the expiration or earlier termination of the Term (unless the term is terminated by the Landlord pursuant to Article 5(H) the Tenant will deliver to the Landlord vacant possession of the Leased Premises in the condition in which the Tenant is required to maintain the Leased Premises.

E) Landlord's Right to Enter for Repairs

The Landlord and/or the agents and representatives of the Landlord shall have the right to enter the Leased Premises at all times during Tenant's normal hours of operation or during any emergency to examine the same or to make alterations or repairs as they shall deem necessary for the safety or preservation or proper administration or improvement of the Leased Premises, of the Building, and of any premises adjoining the Leased Premises.

F) Landlord's Repairs

The Landlord covenants with the Tenant:

- I. to repair the roof, foundations, sub-floors, and outer walls of the buildings comprising the Building, normal wear and tear and damage by Insurable Hazards only accepted.
- II. to maintain in reasonable order and repair the Common Area and Common Facilities, normal wear and tear and damage by Insurable Hazards only excepted.
- III. to make good and repair any damage caused to the Leased Premises by reason of a structural defect in the building in which the Leased Premises are located, or damage caused by negligence of the Landlord, its servants, or agents.

G) Partial Damage

In the event of damage to or destruction of the Building so that the Leased Premises are wholly unfit for the business of the Tenant or partially unfit for the business of the Tenant, the Lease shall not be rescinded or terminated but the Base Rent provided to be paid hereunder or a proportionate part thereof shall be abated until the Building or Buildings shall have been rebuilt or the Leased Premises made fit for the business of the Tenant, whichever is earlier. Such abatement shall be in an amount to be reasonably decided by the Landlord with respect to the nature and extent of such damage or destruction.

The Building, for the purposes of the Article 5(H), shall not be deemed to include the improvements installed in the Leased Premises under the Provisions of Schedule "A" hereof respecting the Tenant's Work.

H) Total Damage or Destruction

In the event of damage to fifty percent (50%) or more of the floor area of the buildings forming part of the Building or destruction of the Building, whether or not the Leased Premises are damaged, the Lease may be terminated at the option of the Landlord by the Landlord giving notice to the Tenant within ninety (90) days.

After the occurrence of such damage or destruction of the Building, and having given the tenant notice in writing of the termination of the Lease; thereupon, Rent and all other payments for which the Tenant is liable under the Lease shall be apportioned and paid to the date of termination and the Tenant shall immediately upon receipt of such notice make the payment required and deliver up possession of the Leased Premises to the Landlord; provided, however, that such termination shall not affect the obligations of the Tenant and any indemnifier to the Landlord arising from obligations of the Tenant existing prior to the date such notice of termination is given.

6. ARTICLE SIX: COMMON AREAS

The Tenant covenants and agrees with the Landlord that:

A) Control of Common Area and Facilities

The Landlord will, at all times, have the right of control over the Common Area and the Common Facilities. Such control applies to signs, use of show windows, and the use made by the Tenant or the public of Common Areas. The Landlord shall have the right to close to the public the Building and the Common Areas at its option outside Normal Business Hours of the Building.

B) Merchandise on Common Area and Malls

In particular, but without in any way limiting the generality of the provisions of Article 6(A), the Tenant shall not keep, display, or sell any merchandise on or otherwise obstruct the use of any part of the Common Area and Common Facilities, except as permitted by the Landlord and except for displays included in Building promotions when recognized and permitted by the Landlord.

C) Parking Charges

The Landlord reserves the right to impose charges for the use of those portions of the building on the Lands used for parking (the "Parking Areas"). Such rates and charges shall be determined by the Landlord having regard to the parking facilities provided and monthly charges will be relayed to the tenant in writing. It is expressly agreed that rates and charges may vary from time to time and be in an amount sufficient in the judgment of the Landlord to discourage non-customer parking and secure a sufficient number of parking spaces to accommodate tenants of the Building. The Tenant acknowledges that the Landlord may during the Term of this Lease prohibit access to and use of the Parking Areas if such denial of access and use is in the opinion of the Landlord necessary to facilitate construction on the Lands or any lands adjacent to the Lands. The Tenant also acknowledges that the Landlord has made no representations or warranties as to size or location of any Parking Areas.

7. ARTICLE SEVEN: PROMOTION

The Tenant covenants with the Landlord that it will promote the name and logo or emblem which the Landlord may from time to time designate for the Building in any advertisements or promotional material published or initiated by it if in the reasonable opinion of the Landlord such promotion would be of benefit to the Building.

8. ARTICLE EIGHT: ASSIGNMENT, SUB-LETTING

The Tenant covenants and agrees with the Landlord that:

A) Assignment

The rights of the Tenant under this Lease shall not be transferred, assigned, or sold and the Tenant shall not sublet the Whole or and part of the Leased Premises nor grant any concession of license within or with respect to the Leased Premises to any party without in either case the prior written consent of the Landlord. Notwithstanding any such consent being given by the Landlord and such transfer, assignment, sale, or subletting being effected, the original Tenant hereunder shall remain bound to the Landlord for the fulfillment of all of its obligations hereunder, and any such consent shall not constitute a waiver of the necessity for such consent to any subsequent transfer, assignment, sale, or subletting.

B) Change in Control of Tenant

If the Tenant herein is a private corporation and, if by the sale or other disposition of its securities, the control of the beneficial ownership of such corporation is changed at any time after the execution of this Lease or during the Term, the Landlord may, at its option, cancel the Lease and the Term hereby granted upon the giving of sixty (60) days' notice to the Tenant of its intention to cancel and this Lease and the Term shall thereupon be canceled.

9. ARTICLE NINE: INSURANCE

The Tenant covenants and agrees with the Landlord that:

A) Tenant to Insure

The Tenant, at its sole cost and expense, shall take out and keep in force during the Term, standard fire, theft, extended coverage, and malicious damage insurance's or additional perils on the stock-in-trade, furniture, fixtures, improvements, and all other contents of the Leased Premises to their full replacement value, and comprehensive general liability insurance against claims for personal injury, death, or property damage to the inside or outside of the premises due to theft, or loss arising out of all operations of the Tenant, its licensees, invitees, and other persons conducting business on or from the Leased Premises, in an amount not less than Two Million Dollars (\$2,000,000.00), inclusive, per occurrence; the Tenant's fire legal liability insurance in all amounts and with policies in form satisfactory to the Landlord with insurers acceptable to the Landlord.

Each such policy shall name the Landlord as an additional insured as its' interest may appear and, in case of such comprehensive public liability insurance, shall contain a provision for cross liability as between the Landlord and the Tenant; each fire policy shall provide that the insurer shall not have any right of subrogation against the Landlord on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Landlord or Tenant covered by such insurance. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellations thereof. The Tenant agrees that, if the Tenant fails to take out or keep in force such insurance, the Landlord will have the right to do so and to pay the Premium therefor and, in such event, the Tenant shall repay to the Landlord the amount paid as premium, which repayment shall be deemed to be Additional Rent payable on the first day of the next month following the said payment by the Landlord. The Tenant agrees to provide the Landlord with copies of the insurance policies as described herein or certificates of insurance forthwith upon request by the Landlord.

B) Not to Affect Landlord's Insurance

The Tenant will not without the consent of the Landlord upon the Leased Premises do or permit to be done, or omit to do anything which causes or has the effect of causing the premium of insurance upon the Building or any part thereof to be increased and, if the insurance rate shall be thereby increased by an action of the Tenant with or without the consent of the Landlord, the Tenant shall pay to the Landlord as Additional Rent the amount by which the insurance premiums shall be so increased. The Tenant will not store or permit to be stored upon or in the Leased Premises anything of a dangerous, inflammable, or explosive nature, nor anything which would have the effect of increasing the Landlord's insurance costs or leading to the cancellation of such insurance. It is agreed that, if any insurance policy upon the Leased Premises shall be canceled by the insurer or threatened to be canceled, or the coverage thereunder reduced or threatened to be reduced by the insurer by reason of the use and occupation of the Leased Premises or any part thereof by the Tenant or by any assignee, subtenant, concessionaire, or licensee of the Tenant or by anyone permitted by the Tenant to be upon the Leased Premises, the Landlord may at its option terminate this Lease by notice in writing of such termination and thereupon Rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid in full to the date of such notice of termination of the Lease and Tenant shall immediately deliver up vacant possession of the Leased Premises to the Landlord and/or the Landlord may at its option and at the expense of the Tenant enter upon the Leased Premises and rectify the situation causing such cancellation, reduction, or rate increase.

C) Landlord to Insure

The Landlord covenants and agrees with the Tenant that, throughout the term of this Lease and any renewal thereof, it will carry fire insurance with normal extended coverage endorsements in respect of the buildings and improvements forming part of the Building, in an amount not less than its full insurable value, less the cost of foundations and excavations.

10. ARTICLE TEN: TENANT ALTERATIONS

A) Painting and Decorating

The Tenant may at any time and from time to time at its expense paint and decorate the interior of the Leased Premises and make such changes, alterations, additions, and improvements in and to the Leased Premises as will in the judgment of the Tenant better adapt the Leased Premises for the purposes of its business; provided, however, that no changes, alterations, additions, or improvements to the structure, any perimeter wall, the store front, the sprinkler systems, the heating, ventilating, plumbing, electrical, or mechanical equipment, or the concrete floor or the roof shall be made without the prior written consent of the Landlord, and without the use of contractors or other qualified workmen approved by the Landlord. All changes, alterations, additions, and improvements, whether structural or otherwise, shall comply with all applicable statutes, regulations, or by-laws of any municipal, provincial, or other governmental authority. The Tenant shall pay to the Landlord the amount of the increase for any insurance coverage or taxes or both to the extent that such increase is directly attributable to any action by the Tenant and the Tenant covenants that such insurance shall not thereby be made liable to avoidance or cancellation by the insurer by reason of such changes, alterations, additions, or improvements.

B) Landlord's Property

The tenant agrees that, at the expiration or earlier termination of this Lease, all changes, alterations, additions, and improvements made to or installed upon or in the Leased Premises whether made pursuant to this Article 10 or otherwise, and which in any manner are attached in, to, on, or under the floors, walls, or ceilings (other than unattached moveable trade fixtures) shall remain upon and be surrendered to the Landlord with the Leased Premises as a part thereof, without disturbance, molestation, or injury and shall be and become the absolute property of the Landlord without any payment or indemnity by the Landlord or any third party to the Tenant, unless the Landlord shall by notice in writing require the Tenant to remove the same, in which event the Tenant covenants and agrees to restore the Leased Premises to the state in which they were prior to commencing any of the Tenant's Work and shall make good any damage or injury

caused to the Leased Premises resulting from such installation and removal, reasonable wear and tear, and damage by Insurable Hazards only excepted.

C) Prohibitions

The Tenant, or its employees, agents, or representatives are expressly prohibited from entering upon the roof of all buildings located in the Building for any reason whatsoever. Without limiting the forgoing, the Tenant shall not make any repairs, openings, or additions to any part of the exterior of the Leased Premises, nor place any attachments, decorations, signs, or displays in or upon any Common Area, exterior of the Leased Premises, or on the roof, without the written consent of the Landlord, failing which the Tenant will be held responsible for all ensuing costs and damages whether to remove such items or to effect repairs needed as a result of such acts.

D) No Liens

The Tenant covenants with the Landlord that it will not permit, do or cause anything to be done to the Leased Premises during the period of construction and FIXTURING of the Leased Premises or at any other time which would allow any lien, lis pendens, judgment, or certificate of any court or any mortgage, charge, or encumbrance of any nature whatsoever to be imposed or to remain upon the Leased Premises or the Building. In the event of the registration of any lien or other encumbrance, by a contractor or sub-contractor of the Tenant, the Tenant shall at its own expense immediately cause the same to be discharged. Should the Tenant fail to proceed with due diligence to discharge any such lien or encumbrance, the Landlord shall be at liberty to pay and discharge any such lien or encumbrance upon giving the Tenant ten (10) days' written notice of its intention so to do. Any amount so paid together with any disbursements and costs incurred by the Landlord together with any legal costs incurred by the Landlord on a solicitor-client basis, together with interest on any such amounts from the date of payment shall be added to the next installment of Rent under the provisions of this Lease which shall thereupon become due and payable as Rent hereunder. If payment is not made on the first of the month, it will be treated in the same manner as a late payment for Additional Rent as outlined in paragraph 2. B).

11. ARTICLE ELEVEN: UTILITIES AND TAXES

A) Utilities, Business Tax, and Machinery Tax

The Tenant covenants with the Landlord that the Tenant shall pay promptly for its gas, other fuel, electricity, and water consumed on or for the benefit of the Leased Premises, for its telephone, for all business taxes, water and garbage taxes, license fees, rates, and other charges, taxes, or rates levied or assessed on or in respect of or in relation to the business carried on by and/or the assets of the Tenant within the Leased Premises, or in respect of any fixtures, machinery, equipment or apparatus installed in the Leased Premises (or elsewhere in the Building) by or on behalf of the Tenant including Taxes on improvements made by the Tenant to the Leased Premises whether such taxes, licenses, charges, or rates are charged to the Landlord or to the Tenant.

B) Payment of Tax

Subject to the right which the Landlord has at law to contest taxes, the Landlord covenants with the Tenant to pay out of funds collected from all the Tenants in the Building all taxes, and the Tenant covenants with the Landlord to pay its portion of the Taxes as provided herein.

C) Allocation of Taxes

If a separate allocation of Taxes is not issued by the relevant Taxing Authority with respect to any Tenant improvement to the Leased Premises, the Landlord shall establish the portion of taxes attributable to such Tenant improvement.

12. ARTICLE TWELVE: EXCLUSION OF LIABILITY AND INDEMNITY

The Tenant covenants and agrees with the Landlord that:

A) Tenant's Property

The Landlord, its agents, servants, and employees shall not be liable for damage or injury to any property of the Tenant which is entrusted to the care or control of the Landlord, its agents, servants, or employees.

B) Personal Injury or Consequential Loss

The Landlord, its agents, servants, and employees shall not be liable for damage or injury or consequential loss of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent, or customer of the Tenant or any other person who may be upon the Leased Premises or for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while such property is on the Leased Premises and, in particular (but without limiting the generality of the foregoing), the Landlord shall not be liable for any damage or damages of any nature whatsoever to any such property caused by the failure by reason

of a breakdown or other cause, to supply adequate drainage, snow or ice removal, or by reason of the interruption of any public utility or service or in the event of steam, water, rain, or snow which may leak into, issue, or flow from any part of the building or from the water, steam, sprinkler, or drainage pipes or plumbing works of the same, or from any other place or quarter or for any damage caused by anything done or omitted by any Tenant, but the Landlord shall use all reasonable diligence to remedy such condition, failure, or interruption of service when not directly or indirectly attributable to the Tenant, after notice of same, when it is within its power and obligation to do so. The Tenant shall not be entitled to any abatement of Rent in respect of any such condition, failure, or interruption of service.

C) Landlord Entering Leased Premises

The Landlord, its agents, servants, employees, or contractors shall not be liable for any damage suffered to the Leased Premises or the contents thereof by reason of the Landlord, its agents, servants, employees, or contractors entering upon the Leased Premises to undertake any examination thereof or any work therein or in the case of any emergency.

D) Indemnification

The Tenant covenants with the Landlord to indemnify and save harmless the Landlord against and from any and all claims, including without limiting the generality of the foregoing, all claims for personal injury or property damage arising from any act or omission of servants, employees, invitees, or licensees of the Tenant and against and from all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought thereon.

13. ARTICLE THIRTEEN: LANDLORD'S RIGHTS AND REMEDIES

A) Default

If and whenever the Rent hereby reserved or any part thereof shall not be paid on the day appointed for payment thereof, whether demanded or not, or in case of breach or non-observance or non-performance of any of the covenants, agreements, provisos, conditions, or rules and regulations on the part of the Tenant to be kept, observed, or performed, or in case the Leased Premises shall be vacated or the landlord believes that they will be vacated or remain unoccupied for five (5) days, or without the written consent of the Landlord the Leased Premises shall be used by any person other than the Tenant, the Tenant's permitted assigns or permitted sublessees, or for any other purpose than that for which the same were let, or in case the Term shall be taken in execution or attachment for any cause whatever, then and in every such case, it shall be lawful for the Landlord at any time thereafter to enter into and upon the Leased Premises or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease contained to the contrary notwithstanding.

B) Bankruptcy

If the Term or any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant or the Tenant shall make any assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent or take the benefit of creditors or any bulk sale or become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors, or, if the Tenant is a corporation and any order shall be made for the winding-up of the Tenant, or other termination of the corporate existence of the Tenant, then in any such case this Lease shall, at the option of the Landlord, cease and determine and the Term shall immediately become forfeited and void and the then current month's Rent and the next ensuing Twelve (12) months' Rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears then unpaid and any other amounts owing to the Landlord by the Tenant under reserve of and without prejudice to all other rights, remedies, and resources of the Landlord and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Leased premises and become the owner of and remove the Tenant's effects therefrom any statute or law to the contrary notwithstanding; the whole without prejudice to and under reserve, of all other rights and recourses of the Landlord to claim any and all losses and damages sustained by the Landlord by reason of or arising from any default of the Tenant.

C) Payment of Landlord's Expenses

If at any time an action is brought for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of a breach by act or omission of any other covenant herein contained on the part of the Tenant, and a breach is established, the Tenant shall pay to the Landlord all expenses incurred therefor.

D) Landlord's Right to Relet In Case of Vacancy

In case the Leased Premises shall be deserted or vacated or being vacated, the Landlord shall have the right, if it thinks fit, to enter the same, as the agent of the Tenant either by force or otherwise without being liable for any prosecution therefore, and to relet the said premises as the agent and the risk of the Tenant and to receive the Rent therefore. Any Rents derived from such re-letting

shall, after deducting the Landlord's cost of re-letting, be applied on account of the Rent payable under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

E) Right of Landlord to Perform Tenant's Covenants

It is hereby expressly understood and agreed that, if any time and so often as the same shall happen, the Tenant shall make default in the observance or performance of any of the Tenant's covenants herein contained, then the Landlord may, but shall not be obligated so to do, without waiving or releasing the Tenant from its obligations under the terms of this Lease, itself observe and perform the covenant or covenants in respect of which the Tenant has made default, and in that connection may pay such monies as may be required, or as the Landlord may reasonably deem expedient, and the Landlord may thereupon charge all monies so paid out and expended by it to the Tenant together with interest thereon from the date upon which the Landlord shall have paid out the same at a rate equal to three per cent (3%) per month from such time as payment is due to Landlord or at the time the Landlord shall have paid out the same, and the Tenant covenants to repay any such monies paid out by the Landlord as aforesaid, together with interest thereon forthwith on demand as Additional Rent, and the Tenant hereby covenants and agrees with the Landlord that the Landlord shall have the same rights and remedies and may take the same steps for the recovery of monies so paid out by the Landlord, together with interest as aforesaid as the Landlord could have or might have taken for the recovery of Rent in arrears as per article 2B.

F) Right of Landlord to Seize

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell all the Tenant's goods and property, whether within the Leased Premises or not and apply the proceeds of such sale upon Rent and all other amounts outstanding and upon the costs of the seizure and sale in the same manner as might have been done if such law had not been passed. The Tenant further agrees that, if it leaves the Leased Premises or attempts to leave prior to expiration of lease term, leaving any Rent or other amounts provided to be paid under this Lease unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the goods and chattels of the Tenant at any place to which the Tenant or any other person may have removed them, in the same manner as if such goods and chattels had remained upon the Leased Premises.

G) Non-Waiver

No condoning, excusing, or overlooking by the Landlord or Tenant of any default, breach, or nonobservance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach or nonobservance, or so as to respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

H) Remedies Cumulative

All rights and remedies of the Landlord in this Lease contained shall be cumulative and not alternative.

14. ARTICLE FOURTEEN: MORTGAGES AND ASSIGNMENT BY LANDLORD

A) Sale or Financing of Building

The rights of the Landlord under this Lease may be mortgaged, charged, transferred, or assigned to a purchaser or to a mortgagee, or trustee for bondholders and, in the event of a sale or of default by the Landlord under any mortgage, trust deed, or trust indenture, and the purchaser, mortgagee, or trustee, as the case may be, be duly entering into possession of the Building or the Leased Premises, the Tenant agrees to attorn to and become a Tenant of such purchaser, mortgagee, or trustee under the terms of this Lease.

B) Subordination

This Lease is subject and subordinate to all mortgages, trust deeds, or trust indentures which may now or at any time hereafter affect in whole or in part the Leased Premises or the Building and whether or not any such mortgage, trust deed, or trust indenture shall affect only the Leased Premises or the Building or shall be a blanket mortgage, trust deed, or trust indenture affecting other premises as well. This Lease shall also be subject and subordinate to all renewals, modifications, consolidations, replacements, and extensions of any such mortgage, trust deed, or trust indenture. In confirmations of such subordination and agreement to attorn, the Tenant shall execute promptly upon request by the Landlord any certificate, instruments of postponement or attornment, or other instruments which may from time to time be requested to give effect hereto; the Tenant hereby irrevocably appoints the Landlord as the Attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant.

C) Status Statement

Within ten (10) days after request therefor by the Landlord, or in the event that upon any sale, assignment, hypothecation, or mortgaging of the Leased premises and/or the Building by the Landlord, an offset statement shall be required from the Tenant, the Tenant covenants and agrees with the Landlord to deliver a certificate to any proposed mortgagee or purchaser, or to the Landlord, certifying (if such be the case) that this Lease is in full force and effect in accordance with its terms and that there are no defenses, offsets, or prepayments against enforcement of the obligations to be performed by the Tenant under this Lease.

D) Registration

The Tenant shall have the right to file only a notice of this Lease or caveat respecting this Lease in the appropriate Land Titles Office and will not be entitled to file or register this Lease or any memorandum which will in any way reflect the rents reserved hereby to the Landlord. Neither this Lease nor any caveat protecting its Tenant's interests hereunder shall be filed by the Tenant against any lands not registered in the name of the Landlord. Provided that at the request of the Landlord or any encumbrances the Tenant shall register this Lease by way of a caveat in the appropriate Land Titles Office. Notwithstanding the provisions of Article 14 (b), in the event the Landlord requires this Lease to be registered in priority to any mortgage, trust deed, or trust indenture which may now or any time hereafter affect in whole or in part that Leased Premises or the Building and whether or not any such mortgage, trust deed, or trust indenture shall affect only the Leased Premises or the Building or shall be a blanket mortgage, trust deed, or trust indenture affecting other premises as well, the Tenant covenants and agrees with the Landlord that the Tenant shall execute promptly upon request by the Landlord any certificate, priority agreement, or other instrument which may from time to time be requested to give effect thereto. The Tenant hereby irrevocably appoints the Landlord as Attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant.

E) Assignment by Landlord

In the event of the sale or lease by the Landlord of the Building or a portion thereof containing the Leased Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser or lessee under such Lease, or assignee, has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations. The Tenant shall, from time to time at the request of the Landlord, certify or acknowledge to any mortgagee, purchaser, lessee of assignee, or proposed mortgagee, purchaser, lessee, or assignee, the status and validity of this Lease, and the state of the Landlord's and Tenant's account hereunder.

15. ARTICLE FIFTEEN: OVERHOLDING TENANT

No Tacit Renewal

In the event the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new Lease, there shall be no tacit renewal of this Lease, and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, at a monthly Rent payable in advance on the first day of each month equal to the sum of:

- I. one twelfth (1/12) of the Base Rent payable during the last month of the Term of the Lease multiplied by Two (200% percent), and
- II. the Tenant's portions of the Additional Rent and otherwise upon the same terms, conditions, and provisos as set forth in this Lease insofar as the same are applicable to a month-to-month tenancy.

16. ARTICLE SIXTEEN: LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

A) Heating and Ventilating

The Landlord shall endeavor to maintain and operate to the best of its abilities, the heating and ventilating system in the Building and to supply air from the heating and ventilating systems to the Leased Premises during normal business hours.

B) Quiet Enjoyment

If the Tenant pays the Rent hereby reserved and observes, keeps, and performs the covenants and agreements herein on its part contained, it shall and may peaceably possess and enjoy the Leased

Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from, or under it.

17. ARTICLE SEVENTEEN: LEGAL RELATIONSHIP

A) No Partnership

It is understood and agreed that nothing contained in the Lease, nor in any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

B) Several Tenants

Should the Tenant comprise two or more persons, each of them, and not one for the other or others, shall be jointly and severally bound with the other or others for the due performance of the obligations of the Tenant hereunder. Where required by the context hereof the singular shall include the plural and the masculine gender shall include either the feminine or neuter genders, as the case may be, and vice-versa.

C) Successors and Assigns

Subject to the provisions of the Lease respecting assignment by the Tenant, this indenture shall enure to the benefit of and be binding upon the Landlord, its successors, and assigns, and the heirs, executors, administrators, and other personal legal representatives, successors, and assigns of the Tenant.

18. ARTICLE EIGHTEEN: NOTICE

A) Notice

Any notice, demand, request, consent, or objection required or contemplated to be given or made by any provisions of this Lease shall be given or made in writing and either delivered personally or sent by registered mail, postage prepaid, addressed to the Landlord at:

PRISM DEVELOPMENTS INC.

144 California Place NE

Calgary, Alberta

T1Y 6S8

Fax No. (403) 539-9090

Attention: Mr. Ali Ghani

or addressed to the Tenant at the Leased Premises; or addressed to the Indemnifier at:

Attention: _____

or to such other address of which any party may from time to time notify the other in writing. The time of giving or making such notice, demand, request, consent, or communication shall be if delivered, when delivered, and if mailed, then on the fourth business day after the day of mailing thereof provided that, if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow down, or other labor dispute which might affect delivery of such notice, when such notice shall only be effective if actually delivered. In this Lease two or more persons are named as Tenant, such notice, demand, request, consent, or objection shall be sufficiently given or made if any when the same shall be given to any one of such persons. All payments required to be made by this Lease shall be addressed as provided for in this Article unless otherwise directed by the Landlord.

19. ARTICLE NINETEEN: GENERAL CONDITIONS

A) Garbage, Debris

At the sole cost and expense of the Tenant, the Leased Premises shall be kept by the Tenant in a clean and sanitary condition and no debris, garbage, trash, or refuse shall be placed or left, or be permitted to be placed or left in, on, or upon any part of the Building outside of the Leased Premises, but shall be deposited by the Tenant in areas and at times and in a manner specifically designated by the Landlord from time to time. Should any of the items herein mentioned be of a

perishable nature, the same shall be kept in a properly refrigerated area provided at its cost by the Tenant. Should there be a cost for the removal of said items, the Tenant shall pay for such costs.

B) Compliance

At the sole cost and expense of the Tenant, the Tenant shall comply with and abide by all City, Municipal, Provincial, and Federal laws, by-laws, rules, regulations, and requirements in connection with the Leased Premises and the Tenant's use and occupation thereof, whether or not in force at the date hereof and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officers of the District, other agencies (whether municipal, federal, or provincial) having jurisdiction, or the insurers of the Landlord in connection therewith. In the event that the Tenant fails to comply with the forgoing provisions, the Landlord may rectify the situation and collect the expenses for such work from the Tenant in the same manner as arrears of Additional Rent.

C) Nuisance

The Tenant shall not use or permit any part of the Leased Premises to be used in such manner as to cause a nuisance nor to cause or permit annoying noises or vibrations or offensive odors. The Tenant agrees that the Landlord shall determine in its own discretion if any such state or conditions exists.

D) Rules and Regulations

The Tenant covenants that it will abide by any and all reasonable rules and regulations which may, from time to time, be established by the Landlord for the Building. The Landlord shall communicate such rules and regulations to the Tenant in writing and after such communication such rules and regulations shall be deemed to be an integral part of the Lease. The rules and regulations set forth in Schedule "E" annexed hereto shall be the rules and regulations in force until amended by the Landlord and notice thereof given to the Tenant in writing.

E) Delivery of Possession

If this Lease is terminated prior to the end of the Term hereof, then the Rent shall be apportioned and paid in full at the date of such termination, and the Tenant shall immediately deliver up vacant possession of the Leased Premises to the Landlord.

20. ARTICLE TWENTY: MISCELLANEOUS

A) No Offer

The Landlord shall not be deemed to have made an offer to the Tenant by furnishing to the Tenant a copy of this Lease with particulars inserted; notwithstanding that the first installment of Base Rent may be received by the Landlord when this Lease is received by it for signature, no contractual or other rights shall exist or be created between the Landlord and Tenant until such time as all parties to this Lease have executed and delivered the same.

B) Management of Building

The Tenant acknowledges to the landlord that the Building may be managed by such party as the Landlord may designate, and to all intents and purposes the manager of the Building shall be the party for the Building authorized to deal with the Tenant.

C) Showing Leased Premises

The Landlord may at any time within ninety (90) days before the end of the Term enter the Leased Premises and bring others at all reasonable hours for the purposes of offering the same for Rent.

D) Time of Essence

Time shall be of the Essence of this Lease.

E) Captions

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

F) Governing Law

The Lease shall be construed and governed by the laws of the Province of Alberta. Should any provision of provisions of the Lease and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.

G) Net Lease

The Tenant acknowledges and agrees that it is intended that this Lease shall be a completely net Lease for the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Leased Premises, and the Tenant, except as shall be otherwise provided in the specific provisions contained in this Lease, shall pay all charges, impositions, and costs of every nature and kind relating to the Leased Premises whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant and the Tenant covenants with the Landlord accordingly.

H) Entire Agreement

The Tenant acknowledges that there have been no representations or warranties made by the Landlord which are not set out in the Lease, and that the Building is a part of a phased development involving adjacent lands but the Landlord has made no representations or warranties as to the nature and types of buildings which will be constructed or occupied, and nothing contained in the Lease shall be construed or so as to prevent the Landlord from varying or altering the location or size of parking areas, driveways, and sidewalks from time to time or from erecting additional buildings or extending buildings after the commencement Date of Term and, without limiting the foregoing, the Landlord shall have the unrestricted right to add additional lands to the Building upon which such addition will be included with the definition "Land", to construct additional buildings from time to time on the Land, add, or change any building, or may alter the ingress and egress to the Land, change the loading or unloading facilities and service entrances from time to time without in any way being responsible to the Tenant, provided only that the Landlord shall at all times provide reasonable access to the Leased premises across the Land and Common Area for the Tenant, its servants, agents, and customers. Subject to the foregoing, the Landlord may transfer or dispose of portions of the Land to the owners of abutting property or dedicate or transfer to city or Municipal authorities, lands for road widening and other purposes, and when and so often as the Landlord shall dispose or transfer or dedicate any portion of the Land, then the reference herein to "Land" shall mean and refer to the portion of the Land remaining after any such transfer, disposition, or dedication together with any adjacent land which may be acquired by the Landlord on any such transfer, disposition, or dedication. The tenant further acknowledges that the Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing duly signed by the Landlord and the Tenant.

21. ARTICLE TWENTY-ONE: INDEMNIFIERS

- A) In consideration of the sum of One Dollar (\$1.00) now paid by the Landlord to each of the Indemnifiers and other valuable consideration, the receipt whereof is hereby acknowledged, the Indemnifiers hereby covenant with the Landlord that the Tenant shall duly perform and observe each and every covenant, proviso, condition, and agreement in this Lease on the part of the Tenant to be performed and observed including the payment of Rent and other payments agreed to be paid or payable under this Lease on the days and at the times and in the manner herein specified and that, if any default be made by the Tenant, whether in payment of Rent or other sums from time to time falling due hereunder as and when they become due and payable, or in the performance or observance of any of the covenants, provisos, conditions, or agreements which under the terms of this Lease are to be performed or observed by the Tenant, the Indemnifiers shall forthwith pay to the Landlord on demand such Rent and other sums in respect of which such default shall have occurred and all damage that may arise in consequence of the non-observance or non-performance of any of the said covenants, provisos, conditions, or payments.
- B) The Indemnifiers covenant with the Landlord that the Indemnifiers are jointly and severally bound with the Tenant for the fulfillment of all obligations of the Tenant under this Lease. In the enforcement of its rights hereunder, the Tenant may proceed against the Indemnifiers as if the Indemnifiers were named Tenant hereunder.
- C) The Indemnifiers hereby waive any right to require the Landlord to proceed against the Tenant or to proceed against or to exhaust any security held from the Tenant or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Indemnifiers.
- D) No neglect or forbearance of the Landlord in endeavoring to obtain payment of the Rent reserved herein or other payments required to be made under the provisions of this Lease as and when they become due, no delay of the Landlord in taking any steps to enhance performance or observance of the several covenants, provisos, or conditions contained in this Lease to be performed or observed by the Tenant, no extension or extensions of time which may be given by the Landlord from time to time to the Tenant, and no other act or failure to act of or by the Landlord shall release, discharge, or in any way reduce the obligations of the indemnifiers under the covenant contained in this Article 21.

- E) In the event of termination's of this Lease, except by surrender accepted by the Landlord, or in the event of disclaimer of this Lease pursuant to any statute, then, at the option of the Landlord, the Indemnifiers shall execute a new Lease of the Leased Premises between the Landlord, as landlord, and the Indemnifiers, as tenant, for a term equal in duration to the residue of the term remaining unexpired at the date of such termination or such disclaimer. Such Lease shall contain the like landlord's and Tenant's obligations, respectively, and the like covenants, provisos, agreements, and conditions in all respects, including the proviso for re-entry, as are contained in this Lease.

22. ARTICLE TWENTY-TWO: DEFINITIONS

In this Lease (including this Article) unless there is something in the subject matter or in the context inconsistent therewith, the parties hereto agree that:

A) Additional Rent

"Additional Rent" means all sums of money to be paid by the Tenant whether to the Landlord or otherwise pursuant to this Lease.

B) Area of the Leased Premises

"Area of the Leased Premises" means the area (expressed in square feet) of the Leased Premises measured from the exterior face of all exterior walls, doors, and windows (including walls, doors, and windows separating the Leased Premises from any Common Area) and from the centre line of all interior walls separating the Leased Premises from adjoining premises as determined by the Landlord's architect.

C) Commencement Date of Term

"Commencement Date of Term" means the earlier of the date the Tenant commences to carry on business with the public in, from, or upon the Leased Premises or the commencement date set forth in paragraph 1(A).

D) Common Area

"Common Area" means those areas that are designated, which designation may be changed from time to time by the Landlord, as common areas set aside by the Landlord for the common or joint use or benefit of the Tenant, its employees, customers and other invitees in common with others entitled to the use and benefit of such areas in the manner and for the purposes permitted by this Lease.

E) Common Area Maintenance Cost

"Common Area Maintenance Cost" means the total, without duplication, of the expenses incurred by the Landlord for operating, managing, maintaining, repairing, and replacing the Common Facilities and the Common Area of the Building and shall, without limiting the generality of the foregoing include the aggregate of:

- I. The cost of repairs, maintenance, and such replacements to the Common Area and the Common Facilities as area properly chargeable in accordance with sound accounting practice to operating expenses as distinguished from capital replacements or improvements,
- II. depreciation, at rates determined by the Landlord, but not to exceed the maximum permitted to the Landlord under the provisions of the Income Tax Act, of Canada, changeable from time to time, or any legislation substituted therefor, on the equipment and machinery employed in operating, maintaining, repairing, and replacing the Common Facilities or the Common Area,
- III. the amount expended by the Landlord for heat, water, and electrical provided to or for the benefit of the Common Areas,
- IV. the expenses for gardening and landscaping, line repainting, rent of signs and equipment, lighting, sanitary control, and the removal of snow,
- V. the Tax Cost,
- VI. the Cost of Insurance,
- VII. the Cost of Heating, Ventilating, and Air Conditioning,
- VIII. the management fees and administration expenses incurred by the Landlord for managing and administering the Building, and

- IX. an administrative fee equal to fifteen percent (15%) of the total expenses incurred by the Landlord under this clause (E), excluding item (II) of this clause (E).

F) Common Facilities

"Common Facilities" means the electrical, heating, ventilating, plumbing, and drainage equipment, any music and public address systems and installations and any enclosures constructed therefor, fountains, customer and service stairways, elevators, signs, lamp standards, public washroom facilities, garbage areas, garbage handling systems, loading docks, seating areas, and all furnishings located therein and all other facilities which are provided or designated (and which may be changed from time to time) by the Landlord for the common or joint use and benefit of the occupants of the Building.

G) Cost of Heating, Ventilating and Air Conditioning

"Cost of Heating, Ventilating, and Air Conditioning" means the total, without duplication, of the expenses incurred by the Landlord for operating, maintaining, managing, repairing, and replacing the Heating, Ventilating, and Air Conditioning (HVAC) System and shall, without limiting the generality of the forgoing, include the aggregate of:

- I. the amount expended by the Landlord for fuel, water, electricity, and additives for the HVAC System,
- II. the cost of repairs; maintenance, and such replacements to HVAC System as are properly chargeable, in accordance with sound accounting practice, to operating expenses, as distinguished from capital replacements or improvements,
- III. depreciation in respect of the capital cost of the facilities in the HVAC System and any capital replacements thereto, such depreciation to be charged at rates to be determined by the Landlord but not in excess to the maximum permitted to the Landlord under the provisions of the Income Tax Act, Canada, from time to time or any legislation substituted therefor,
- IV. the portion of Tax Cost for Taxes which may be reasonably allocated to the HVAC System.

H) Cost of Insurance

"Cost of Insurance" means the annual cost to the Landlord to insure:

- I. the Building against damage from Insurable Hazards to such limits as the Landlord may from time to time determine but not in excess of the replacement cost of the buildings comprising the Building,
- II. the Landlord against legal liability for damage to persons or property in the Building,
- III. the Landlord against loss of Rents due to abatement of Rents, and
- IV. the total annual cost of the insurance coverage paid by the Landlord for insurance for the HVAC System;

I) Gross Leasable Area

"Gross Leasable Area" means the aggregate floor area (expressed in square feet) of all buildings located on the Land minus the aggregate of that portion of the floor area of the said buildings included in Common Area, in all cases measured from the exterior or exterior walls and the Centre line of partition walls.

J) HVAC System

"HVAC System" means the entirety of the system in the Building for the supply of heat, ventilation, and air conditioning to all the Leased Premises and the Common Area of the Building and includes, without limitation, the roof top equipment therefor and all its equipment and the systems for the supply and return of hot water for reheat coils and all appurtenances and equipment associated with such systems and includes and related apparatus such as ducts, diffusers, reheat coils, controls, and other apparatus.

K) Insurable Hazards

"Insurable Hazards" means fire, extended coverage, malicious damage, and comprehensive general liability and such other perils for which insurance is available and which in the opinion of the Landlord should be protected by insurance.

L) Land

"Land" means the lands in the Province of Alberta outlined in blue on Schedule "C" and more particularly described in Schedule "D" annexed hereto.

M) Lease

"Lease" means this Indenture and all Schedules attached hereto, and the rules and regulations made from time to time by the Landlord under the provisions of Article 19(d).

N) Lease Year

"Lease Year" means a twelve (12) month period commencing with the first day of January in one calendar year and ending on the last day of December in the same calendar year, providing that the first Lease Year shall commence on the Commencement Date of Term and end on the last day of December next following and the last Lease Year shall end on the last day of the term of this Lease and commence on the first day of January preceding that date.

O) Leased Premises

"Leased Premises" means that portion of the building constructed by the Landlord on the Land, which portion is shown outlined in red on the plan annexed hereto as schedule "C". The Landlord may make minor variations in the form or sitting of the Leased Premises and such minor variations shall not render the Leased void or voidable, anything herein contained and any rule of law or equity to the contrary notwithstanding.

P) Base Rent

"Base Rent" means the minimum annual Rent payable by the Tenant as set forth in sub-clause 2(A)(I).

Q) Normal Business Hours

"Normal Business Hours" means the hours from 7:00 a.m. to 6:00 p.m., Monday to Friday, inclusive, and from 10:00 a.m. to 4:00 p.m. Saturday of each week, or such other hours as may be determined from time to time by the Landlord. The Tenant will be permitted to operate their business from 10:00 a.m. to 4:00 p.m. Sunday of each week.

R) Office Space

"Office Space" means any space leased or available for lease by non-retail Tenants.

S) Rent

"Rent" means the aggregate of the Base Rent and Additional Rent payable hereunder during the term of this Lease.

T) Building

"Building" means the Land together with the buildings, improvements, and facilities from time to time located thereon.

U) Tax Cost

"Tax Cost" means the total, without duplication, of sums payable by the Landlord in respect of Taxes.

V) Taxes

"Taxes" means the aggregate of all taxes, local improvement or similar rates, duties, assessments, or charges, municipal realty taxes, water taxes, school taxes, or any other taxes, rates, duties, assessments, both general or special levied, rated, charged, assessed or imposed upon or in respect of the Building or any part thereof or upon the Landlord in respect thereof or from time to time levied, rated, charged, assessed, or imposed in the future in lieu thereof, including business taxes (if any) charged on the Common Areas, all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by the Landlord in good faith or the Tenant in contesting, resisting, or appealing any taxes, rates, duties, levies, or assessments to the extent that such tax reflects the taxable value of the Building, but not including business taxes charged on the Leased Premises.

W) Taxing Authority

"Taxing Authority" means any duly constituted governmental authority whether Federal, Provincial, Municipal, or otherwise legally empowered to impose taxes, rates, assessments, or charges on, upon, or in respect of the Building.

X) Tenant's Work

"Tenant's Work" means the work to be performed by the Tenant at its cost and expense, more particularly determined as Tenant's Work in Schedule "A".

Y) Term

"Term" means the term of this Lease set forth in clause 1(A) and any extensions thereof.

IN WITNESS WHEREOF the Parties have executed this Lease as of the date first above written.

) **PRISM DEVELOPMENTS INC.**

)

)

) _____

) Landlord

)

)

SIGNED, SEALED AND DELIVERED
in the presence of:

) _____

)

)

) _____

Witness

) Tenant

SCHEDULE "A"

DESCRIPTION OF TENANT'S WORK

DESCRIPTION OF LANDLORD'S WORK

TENANT'S WORK:

LEASED PREMISES--WORK BY TENANT

1. All remaining improvements to the Leased Premises not included in the Landlord's Work including exterior identification signage, furniture, fixtures and equipment necessary for the conduct of the Tenant's business from the Leased Premises and in accordance with drawings approved in advance by the Landlord and, without limiting the generality of the foregoing, to include fire retardant spray insulation or equivalent approved in advance by the authorities having jurisdiction to the underside of the deck, provision for exhaust of the Tenant's restaurant equipment as required by code, underslab plumbing distribution lines and, finishes to the existing concrete block fire wall along the south side of the Leased Premises.
2. Any changes desired by Tenant to the Landlord's Work are subject to the Landlord's approval and shall be deemed Tenant's Work.
3. No construction work shall be undertaken or commenced by the Tenant in Building until:
 - (a) All permits necessary for the installation of Tenant's improvements and approval shall be obtained by Tenant from applicable municipal and other government departments, prior to the commencement of the installation by Tenant, and copies provided to the Landlord.

PERMITS COSTS & FEES

Shall be the responsibility of the Tenant. The Landlord will apply for all necessary permits to the City of Airdrie and all costs for City permits shall be paid by the Tenant.

LANDLORD'S WORK:

LEASED PREMISES--WORK BY LANDLORD

Those items enumerated below as Landlord's Work ("Landlord's Work") will be provided and installed by Landlord in the Demised Premises at the Landlord's expense, except where expressly identified to the contrary. Excepting those items shown as Landlord's work, it is hereby agreed that the Demised Premises are leased on an "as is, where is" basis and there are no representations or warranties concerning the Demised Premises except as contained herein.

Landlord shall ensure that all mechanical, electrical, and HVAC systems within and/or serving the Leased Premises are in good working order. In addition, the Landlord's work shall include, the following Building standard improvements;

- (i) Smooth finished concrete flooring throughout the Leased Premises;
- (ii) Full height demising walls separating the Leased Premises from the adjacent premises drywalled, taped and sanded ready for Tenant's finishes & ready for paint;
- (iii) Washroom rough-ins to a location within the Leased Premises designated by the Landlord;
- (iv) Separately metered, electrical service panel to the rear wall of the Leased Premises ready for connection and distribution by the Tenant;
- (v) Separately metered, natural gas service point of connection to a location within Leased Premises ready for connection and distribution by the Tenant;
- (vi) Roof-top heating and cooling unit and roughed-in ductwork to within the Leased Premises designated by the Landlord ready for connection and distribution by the Tenant;
- (vii) Domestic cold water supply line to a location within the Leased Premises designated by the Landlord complete with shut-off valve and ready for connection and distribution by the Tenant.

The Landlord's work is to be completed prior to possession by the Tenant or a time mutually agreeable to both parties in writing.

SCHEDULE "B"

PROCEDURE OF TENANT'S WORK

Tenant Plans and Specifications

Where applicable, the Tenant shall provide three (3) copies of each of its plans and specifications of the Leased Premises and such other information as may be necessary for the Tenant's Work to proceed and for the Tenant's Work to be approved under the terms of the Lease (herein called the "Tenant Plans and Specifications"). The Tenant shall pay all costs and expenses in connection with the preparation of The Tenant's Plans and Specifications.

The Tenant agrees to provide the Tenant Plans and Specifications within thirty (30) days after the receipt of the Tenant Package.

Without limiting the generality of the foregoing, the Tenant shall provide complete working plans and specifications as required by the Landlord upon consideration of the Tenant's outline development plans as follows:

Revisions to Documents, Plans and Specifications

If the Landlord or the Architect requires revisions to the Tenant's Plans and Specifications prior to giving approval, such revisions are to be made by the Tenant within fifteen (15) days' notice.

Tenant Secures Approvals

The Tenant shall, prior to the commencement of the Tenant's Work, secure all approval and permits and required for all work to be undertaken by it from any authorities having jurisdiction (including insurance underwriters) and shall submit proof of such approvals to the Landlord and display such permits before commencing such work.

Quality of Materials and Workmanship

All work by the Tenant within the Leased Premises shall only incorporate new materials. Materials and workmanship shall be of uniformly high quality and used and performed in accordance with the very best standards of practice and shall not be in contravention of any governing codes or regulations and shall be subjected to the approval of the Landlord or its Architect of both.

Replacement

Mediocre or inferior materials and/or workmanship shall, at the Tenant's expense, be replaced by materials and/or workmanship of first class quality to the Landlord's satisfaction. The cost of any delays incurred by The Landlord's general contractor as a result of the replacements set forth above shall be paid by the Tenant.

Compatibility Trades

All Tenant's Work shall be installed by contractors and sub-contractors approved by the Landlord. The Tenant shall not employ, on the work, any unfit person or anyone not skilled in the work assigned to him or any workman that will cause labor disputes or stoppages among other tradesmen performing work.

Floor Loads

The Tenant or his contractor shall not impose upon the floor areas of the structure a greater working load than the design live load of one hundred (100) pounds per square foot uniformly distributed.

Suspended Loads

No suspended loads will be permitted other than those described in Schedule "A" without written approval of the Landlord.

No Entry on to Roof

Under no circumstances shall the Tenant, its employees, its contractor, or its contractor's employees enter on to any roof or at any time make any openings in the roof of the Basic Building. Should the Tenant require anything to be done to any part of the roof of the Basic Building, this will be done by the Landlord's contractor for the Tenant's account, and payment shall be made by the Tenant to the Landlord upon demand.

The Tenant's plans and specifications shall include the following:

Drawings

- 1/4" scale floor plan
- 1/4" scale reflecting ceiling plan if applicable
- 1/4" scale long section
- 1/4" scale cross section
- 1/4" scale elevation of exterior store front and exterior sign if applicable
(One colored)

In addition to all architectural features, the above drawings must include all structural, mechanical, plumbing, and electrical items to be installed by the Tenant.

Schedules

- finish schedule of materials
- color schedule of all materials
- construction schedule

Samples

6" x 6" sample of actual materials used within the Leased Premises which will be visible from outside the Leased Premises, showing correct color and texture where required by Landlord after consideration of the Tenant's specifications.

Tenant's Electrical, Mechanical and Plumbing

For the preparation of the Tenant's Plans and Specifications for the electrical heating, ventilating, plumbing, and sprinkler system alterations, the Tenant will employ the Landlord's Architects and Engineers or such other consultants as may be approved by the Landlord.

Approval by Landlord's Architect

All plans and specifications for the Tenant's Work shall be subject to the written approval of the Landlord's Architect and Engineers prior to commencement of the Tenant's Work, and all the Tenant's Work shall be completed in conformity therewith. Such approval by the Landlord's Architect and Engineers other than as specified above shall be at the Tenant's expense.

Tenant's Agreements with Architect or Contractor

The Tenant may choose to have its work designated, supervised, or installed by the Landlord's Architect, Landlord's Engineers, or Landlord's general contractor, and in such event the Tenant will enter into a separate agreement with the Architect or general contractor or both, which agreement shall not in any way be considered as part of this Lease. Neither the Architect nor the General Contractor is under any obligation to the Tenant to enter into a contract with the Tenant if they do not so desire.

Default

Failure of the Tenant to provide the Tenant's Plans and Specifications and information meeting the Landlord's approval will constitute default under the Lease.

SCHEDULE "C"

PLAN

SCHEDULE "D"

LEGAL DESCRIPTION OF THE BUILDING

Plan _____

Block _____

Lot _____

SCHEDULE "E"

RULES AND REGULATIONS

1. In these rules and regulations:

- A) "business day" means any of the from Monday to Friday of each week inclusive unless such day is a holiday,
- B) "normal business hours" means the hour from 7:00 a.m. to 6:00p.m., Monday to Friday; inclusive, and from 10:00 a.m. to 4 p.m. Saturday of each week, or such other hour as may be determined from time to time by the Landlord.
- C) "holiday" means any statutory holiday and any day declared to a civic holiday in the City of Calgary, Alberta, and any day proclaimed pursuant to any statute to be a holiday in the Province of Alberta.

2. COMMON AREAS

The sidewalk, entries, elevators, and staircases in the Building shall not be obstructed or used by the Tenant, servants, contractors invitees, or employees for any purpose other than ingress or egress from offices. The Landlord reserves unrestricted control of all parts of the Building employed for the common benefit of the tenants, including without limitation, the sidewalk, entries, corridors, and passages not within the Leased Premises, washrooms, lavatories, air conditioning closets, fan rooms, janitor closets, electrical closets, and other closets, stairs, elevator shafts, flues, stacks, pipes hafts, and ducts and shall have the right to place such signs and appliances therein as it may deem advisable, provided that ingress to and egress from the Leased Premises is not unduly impaired thereby.

3. MOVING

The moving of all heavy equipment or other office equipment or furniture shall occur only between 6:00 p.m. and 8:00 p.m. or such other time may be consented to in writing by the Landlord. All persons employed to move heavy equipment or other office equipment or furniture into or out of the Building must be approved in writing by the Landlord. Safes and other heavy equipment to move heavy equipment or other office equipment or furniture into or out of the Building must through the use of an elevator for freight purposes will be received in the Building or carried in the elevators, except during hours approved by the Landlord.

4. LOCKS

The Tenant shall not place or cause to be placed any additional locks on any doors of the Leased Premises without the approval of the Landlord in writing and subject to any conditions imposed by the Landlord.

5. USAGE OF WATER

The water closets and other water apparatus in the Building shall not be used for any purpose other than which they were intended, and no sweeping, rubbish, rugs, ashes, or other substances shall be thrown therein. Any damages resulting from misuse shall be the Tenant by whom or by whose servants, agents, invitees, or licensees, the same was caused. The Tenant shall not let water run unless it is in actual use, and shall not deface any part of the Building or drive nails, hooks, spikes, or screws into the walls or the Building.

6. NO RESIDENT USE

The Tenant nor its servants, agents, invitees, or licensees shall use the Leased Premises for sleeping, apartments, or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.

7. NO CANVASSING

Canvassing, soliciting and padding in the Building are prohibited.

8. LOADING EQUIPMENT

Any hand trucks, carryalls, or similar appliance used in the Building shall be equipped with rubber tires, side guards and such other safe guards as the Landlord may from time to time prescribe.

9. NO PETS

No pets shall be brought into the Building.

10. VENDING

The Tenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Leased Premises or the Building or permit the delivery of any food or beverage to the Lease Premises without the approval of the Landlord.

11. AWNINGS AND WINDOW COVERINGS

Notwithstanding the Landlord's right to place awnings on the Building in any manner which it deems appropriate, the skylights and windows that reflect or admit light into passage ways or into any place in the Building shall not be covered or obstructed by any of the Tenants and no awnings shall be placed on the Building by Tenants, except with the prior written approval of the Landlord.

12. LOITERING

Nothing shall be thrown by the Tenants, their clerks, or servants, out of windows or doors or down the passages, elevator shafts, or skylights of the Building.

13. TELEPHONE INSTALLATION

No telephonic, telegraphic, electronic, wire service or other convectional or electric wiring shall be made in places other than those designated by the Land lord and/or without the authority of the Landlord who will direct electricians or other workmen as to where and how any wires equipment are to be introduced and without any such directions, no boring or cutting for or otherwise will be permitted.

14. INFLAMMABLE AND DANGEROUS GOODS

No inflammable oils or other inflammable, dangerous, or explosive materials shall be brought into the Building or kept or permitted to be kept in the Leased Premises.

15. GARBAGE CONTAINERS

The Landlord may determine in its sole discretion and from time to time the location of any garbage containers.

16. LOCKED DOORS

All entrance doors to the Leased Premises shall be left locked by tenants when the Leases Premises are not in use.

The forgoing Rules and Regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect to other tenants and the Leased Premises, and may be waived in whole or in part respect to the Leased Premises. The imposition of the foregoing Rules and Regulations shall not create or imply any obligation of the Landlord to enforce them, nor shall it create any liability of the Landlord for their non-enforcement.

SCHEDULE "F"

SIGNAGE AGREEMENT

SIGNAGE

The Tenant may, with the consent in writing of the Landlord first had and obtained, such consent not to be unreasonably withheld, put, place and maintain on the outside of the demises premises such business fascia signs as the Tenant may in the course of its business reasonably require, provided the same do not interfere with any other tenants in the building. The size, shape, quantity, type and location on the building, doors and windows shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld. The Tenant agrees that it will, prior to putting or placing of any signs, in addition to obtaining the consent of the Landlord thereto, obtain any permits or licenses and comply with all other lawful requirements that may be necessary in respect of such signs and that it will bear all expenses, direct or indirect, in connecting with the putting, placing, installation and maintenance and otherwise howsoever of any and all such signs. The Tenant further agrees that it will remove any and all signs upon the termination of this Lease; and that it will indemnify and save harmless the Landlord from any and all claims or damages which might result from and cause whatsoever to any person or property as a result of the existence of the said signs.

SCHEDULE "G"

CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. _____, the Tenant in the Lease dated the ____ Day of, A.D. made between AGK Developers Inc. and _____ which this Certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the Lease; and
2. I satisfied myself by examination of _____ that she is aware of the contents of the Lease and understands it.

**NOTARY PUBLIC IN AND FOR
THE PROVINCE OF ALBERTA**

STATEMENT OF TENANT

I am the person named in this Certificate.

SCHEDULE "H"

OPTION TO RENEW

1. If the Tenant duly and regularly pays the rent and performs and observes all of the conditions, covenants and restrictions under the Lease and this rider, and is not in default therein, and has not assigned the Lease or sublet any and of the mutual covenants and agreements herein set forth, shall have the option to renew this lease in respect of all the Leased Premises it occupies in the Building as of the **first day of** _____ for a further term _____ **years**, upon the terms and conditions herein save only for Basic Rent, Landlord's Work, and any free rent, leasehold improvement allowances or inducements provided in respect of the commencement of the Lease and, this renewal clause.
2. The said Basic Rent shall be the fair market rental determined in accordance with the fair market rental rates, at the time of the exercise of the Option to Renew, as agreed between the Landlord and the Tenant, and failing such agreement, as determined by an arbitrator qualified in commercial real estate leasing and pursuant to the Arbitration Act of Alberta, but in any event the said rental shall not be less than the total annual rent paid during the last year of the expired term.
3. It shall be a condition of the exercise of such option that the Tenant shall deliver to the Landlord not earlier than nine (9) months and not later than (6) months prior to the expiry of this Lease, the Tenant's undertaking in writing to exercise the said option to renew.
4. The Landlord shall have the right at its sole option and discretion to refuse any renewal of this Lease where the Tenant's credit rating is not as good at the time of such renewal as it was the commencement of the term of this Lease.
5. The obligation to prove such credit rating to the entire satisfaction of the Landlord shall be the sole responsibility of the Tenant.