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CALGARY



IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE RECEIVERSHIP OF EXRO TECHNOLOGIES INC., DPM TECHNOLOGIES INC., AND CELLEX ENERGY INC.

DOCUMENT

FIRST REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF EXRO TECHNOLOGIES INC., DPM TECHNOLOGIES INC., AND CELLEX ENERGY INC.

February 2, 2026

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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FIRST REPORT OF THE RECEIVER

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INTRODUCTION

1. On November 14, 2025 (the “**Date of Appointment**”), FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) of all of the current and future assets, undertakings and properties (the “**Property**”) of Exro Technologies Inc. (“**Exro Canada**”), DPM Technologies Inc. (“**DPM**”), and Cellex Energy Inc. (“**Cellex**” and together with Exro and DPM, the “**Companies**” or the “**Debtors**”) pursuant to an Order of the Honourable Justice K.G. Nielsen (the “**Receivership Order**”) of the Court of King’s Bench of Alberta (the “**Court**”).
2. The Receivership Order authorizes the Receiver to, among other things, take possession of the Property, market any or all of the Property and sell, convey, transfer or assign the Property with the approval of this Honourable Court in respect of any transactions in excess of \$500,000 or in aggregate over \$1,000,000.
3. The Receivership Order and other publicly available information in respect of these proceedings (the “**Receivership Proceedings**”) is posted on the Receiver’s website at <http://cfcanada.fticonsulting.com/Exro> (the “**Receiver’s Website**”).
4. The purpose of this report (the “**First Report**”) is to provide this Honourable Court with information with respect to:
 - (a) the background of the Companies and the events leading to the insolvency;
 - (b) a summary of the activities of the Receiver since the Appointment Date;
 - (c) a summary of the secured claims asserted against the Companies;
 - (d) a summary of the sales process administered by the Receiver for the Companies’ assets;

- (e) the Receiver’s analysis and recommendations with respect to the proposed Credit Bid APA (as defined below);
 - (f) the Receiver’s interim statement of receipts and disbursements from the Appointment Date to February 2, 2026; and
 - (g) the Receiver’s request to increase the Receiver’s Borrowings Charge.
5. The Receiver is seeking the following relief from this Honourable Court:
- (a) approving the actions, conduct and activities of the Receiver since the Date of Appointment, including the receipts and disbursements set out in this First Report;
 - (b) an order (the “**SAVO**”) authorizing and approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**Credit Bid APA**”) between the Receiver and 773948 N.B. Inc. (“**Purchaser Co. 1**”) and 773951 N.B. Inc. (“**Purchaser Co. 2**”) as purchasers (the “**Purchasers**”) dated February 2, 2026;
 - (c) an order directing that the Confidential Appendix to this Report (the “**Confidential Appendix**”) be temporarily sealed on the Court file unless and until the Transaction has closed or upon further order of the Court; and
 - (d) an order increasing the principal amount of the Receiver’s Borrowings Charge.

TERMS OF REFERENCE

6. In preparing this First Report, the Receiver has relied upon audited and unaudited financial information, other information available to the Receiver and, where appropriate, the Companies’ books and records and discussions with various parties (collectively, the “**Information**”).

7. Except as described in this First Report:
 - (a) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook; and
 - (b) the Receiver has not examined or reviewed financial forecasts and projections referred to in this First Report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook.
8. Future oriented financial information reported or relied on in preparing this First Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.
9. Information and advice described in this First Report that has been provided to the Receiver by its legal counsel, Gowling WLG (Canada) LLP (the “**Receiver’s Counsel**”), was provided to assist the Receiver in considering its course of action, is not intended as legal or other advice to, and may not be relied upon by, any other person.
10. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

BACKGROUND

Business and Events Leading to the Insolvency Proceedings

11. Exro Canada, DPM and Cellex were incorporated pursuant to the laws of the Province of British Columbia, with head offices located in Calgary, Alberta. DPM and Cellex are wholly owned subsidiaries of Exro Canada.

12. Exro Canada was listed on the Toronto Stock Exchange and traded under the symbol “EXRO” and on the over-the-counter Venture Market under the symbol “EXROF”, until it was delisted on October 30, 2025.
13. There are certain entities that are not party to these Receivership Proceedings that are direct or indirect wholly owned subsidiaries of Exro Canada including international subsidiaries in the USA, UK, Thailand, Australia and New Zealand (the “**Exro Group**”).
14. The Exro Group is a group of clean technology companies that developed new-generation power control electronics technologies that expand the capabilities of electric motors and batteries and supports stationary energy storage for commercial and industrial applications.
15. The Exro Group developed three primary patented technologies:
 - (a) Coil Driver, a traction inverter technology customizable for both passenger and commercial electric vehicle applications;
 - (b) Cell Driver, a battery energy storage system, currently pre-commercialized; and
 - (c) SEA Drive, an e-propulsion system, incorporating the Coil Driver and essential electrification components primarily for commercial vehicle applications.
16. Exro Canada operated its business from two leased facilities at the following locations:
 - (a) a manufacturing facility located at 7450-64 Street SE, Calgary AB (the “**64th Street Facility**”); and
 - (b) a research and development facility located at 21 Highfield Circle SE, Calgary AB, (the “**Highfield Facility**”).

17. Since 2024, the Exro Group experienced various financial and legal challenges, which resulted from, among other things:
 - (a) the Exro Group began commercial sales in 2024, however, due to the softening of electric vehicle market demand, was not self-sustaining and remained heavily dependent on external financing;
 - (b) the US federal tax credits for new and used electric vehicles were eliminated for vehicles acquired after September 30, 2025, which caused negative impact to the US electric vehicle market. The previous US federal tax credit was USD \$7,500 for new electric vehicles and USD \$4,000 for used electric vehicles. The Exro Group estimated that the end of the tax credit would cause a 27% reduction in electric vehicle demand;
 - (c) with the decrease in demand and increased input costs due to higher tariffs, several major automakers (Honda, General Motors, Nissan, Stellantis, Volkswagen and Ford) announced the discontinuation or delay in production of one or more electric vehicle models; and
 - (d) various lawsuits commenced against the Exro Group, including a class action lawsuit filed on November 27, 2024, against the Exro Canada and its directors.
18. On or about May 6, 2025 (prior to the commencement of the Receivership Proceedings), Exro Group's Australian and New Zealand subsidiaries entered voluntary insolvency proceedings and were subsequently wound down.
19. On May 16, 2025, Exro Group closed a USD \$30 million interim finance facility with NBIMC which included the requirement to:
 - (a) hire a chief restructuring officer (the "CRO"); and

- (b) engage Cantor Fitzgerald & Co. (“**Cantor**”) as financial advisor to administer a sales and investment solicitation process.
20. Cantor was engaged in June 2025; however, was unsuccessful in finding solutions to solve the Exro Group’s liquidity constraints.
21. By October 28, 2025, the Exro Group had substantially wound-down its international operations, including the termination of the majority of its employees in Canada and the US. On October 31, 2025, the Exro Group’s US entities commenced Chapter 7 proceedings in the United States under the *United States Bankruptcy Code*, and the Receivership Order was granted on November 14, 2025, with respect to the Canadian Debtors.

Assets and Liabilities

22. The Debtors physical assets and inventory are located at the 64th Street Facility and Highfield Facility. The 64th Street Facility includes a Printed Circuit Board Assembly facility and cleanroom with automated Surface-Mount Technology.
23. The Debtors intellectual property (“**IP**”) and patents relate to the technology developed for the Coil Driver, Cell Driver and SEA Drive technologies.
24. As at the Date of Appointment, the Debtors had approximately \$125 million of secured debt and \$8.5 million of unsecured debt.
25. NBIMC Quantitative Strategies Fund – Class N is a secured creditor of the Exro Group (the “**NBIMC**” or the “**Lender**”) and is also a shareholder of Exro Canada. Vestcor Inc. (“**Vestcor**”) is an independent private not-for-profit holding Companies and was established to provide pension and benefits administration, investment management and advisory services to, and is the trustee of, NBIMC.

26. The Receiver is aware of certain current and prior secured claims, charges or liens for amounts currently owing or were previously owed by the Debtors, which have been registered against the Property:

- (a) secured financing facilities provided by NBIMC including:
 - i. secured financing (as amended, the “**Indenture Financing**”) made available pursuant to a Note Indenture dated December 30, 2023, in the principal amount of \$14,950,000 plus interest and legal fees, between Exro Canada as borrower and Odyssey Trust Company as trustee. The Lender holds the principal amount of \$6,840,000;
 - ii. secured financing made available to Exro Canada as borrower pursuant to various promissory notes issued by Exro Canada on various dates between April 5, 2024, and April 28, 2025 (the “**Secured Note Financing**”) issued by Exro Canada to the Lender in the estimated principal amount of USD \$73,932,516; and
 - iii. secured interim financing made available pursuant to a loan agreement dated May 15, 2025, in the principal amount of USD \$30,000,000 between the Exro Group, as borrowers, and the Lender, and as amended by a joinder agreement dated August 22, 2025 (the “**Interim Facility**”). The balance due to the Lender under the Interim Facility as of October 30, 2025, was approximately USD \$11 million and approximately \$17.1 million as of January 31, 2026, inclusive of principal, interest, fees, costs and other expenses, according to the Lender.

(The Indenture Financing, the Secured Note Financing and the Interim Facility are collectively referred to as the “**NBIMC Secured Debt**”).

- (b) Delbrook Resources Opportunities Master Fund LP principal debenture for \$850,000, and Delbrook Resources Opportunities Fund principal debenture for \$150,000 (“**Delbrook Debenture**”) which forms part of the principal amount of the Indenture Financing. The Receiver understands from the Lender that these amounts form part of the Indenture Financing which, as discussed below, is subordinate in priority to the Interim Facility;
- (c) Essex Lease Financial Corporation (“**ELFC**”) in relation to the lease of four serial numbered NH Research bi-directional DC power battery emulators. The Credit Bid APA does not contemplate the assignment of the associated lease and therefore the Receiver intends to make arrangements with ELFC to retrieve the equipment;
- (d) Nidec Motor Corporation (“**Nidec**”) to secure payment and performance in relation to the purchase of certain electric motors supplied to the Debtors by Nidec. The Receiver has been informed by former Exro Canada employees that the Debtors have paid for the electric motors in full and therefore, Nidec should have no further security interests in relation to these assets and the electric motors are included in the Credit APA;
- (e) Avtech Capital (“**Avtech**”) in relation to proposed equipment financing that was contemplated pursuant to a proposed master lease agreement between the Debtors and Avtech in 2021, but which was ultimately never completed. On that basis, the Receiver has been informed by former Exro Canada employees that there should no longer be a security registration from Avtech in respect to Exro Canada;
- (f) Western Materials Handling & Equipment Ltd. (“**WMHE**”) in relation to one serial numbered good. The Receiver was advised by former Exro Canada employees that WMHE retrieved the equipment in November 2025, and that WMHE should no longer have a security registration in relation to that asset.

27. The Receiver notes that ELFC, Nidec, Avtech, and WMHE have been served with notice of this Application.
28. As a condition of advancing funds under the Interim Facility, General Security Agreements dated May 25, 2025, were entered into by the Debtors in favour of the Lender (the “**NBIMC Security**”). A further Intellectual Property Security Agreement dated August 29, 2025, was entered into by the Debtors pursuant to the NBIMC Security for the purpose of the Lender recording its security interests in the Debtors’ intellectual property with governmental intellectual property offices.
29. On September 28, 2025, NBIMC issued notices of default and demands for payment on the Interim Facility to the Exro Group and concurrently delivered notices of its intention to enforce its security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.

Prior Sales Processes

30. The Debtors engaged two financial advisors between November 2024 and November 2025, in hopes of securing either additional equity or debt financing or to affect a sales transaction, but unfortunately none of these materialized.
31. On November 11, 2024, Exro Canada engaged Rothschild & Co US Inc. (“**Rothschild**”) as its financial advisor to lead a debt financing initiative or effect a sales transaction.
32. As part of this process a teaser outlining the opportunity was distributed to more than 100 strategic and financial counterparties. A non-disclosure agreement (“**NDA**”) was signed by one asset-based lender, six special situation lenders, and three equity-oriented parties. Ultimately, Rothschild was unable to secure either debt financing or a sales transaction, and their engagement was terminated by Exro Canada.

33. On June 3, 2025, Exro Canada engaged Cantor as its financial advisor to seek equity, debt or a sale of its operations/assets. A teaser outlining the process was distributed to 61 parties, 13 NDAs were signed, 12 parties received additional materials, and 6 parties accessed the virtual data room.
34. As a result of the Cantor sales process, several expressions of interest were received for certain of the assets and operations, but ultimately no transactions were finalized.

RECEIVER'S ACTIVITIES

Custody and Control

35. On the Date of Appointment, the Receiver held a virtual meeting with the CRO, former Chief Financial Officer, Chief Technology Officer and two other remaining employees to advise them that the Receivership Order had been granted and that the Receiver was taking possession of the Property in accordance with the terms of the Receivership Order. The Receiver also notified the Companies' bank of its appointment and requested that all of the Exro Canada's bank accounts be frozen.
36. On November 18, 2025, the Receiver attended the 64th Street Facility and Highfield Facility, to walkthrough and ensure the Property was secure. The Receiver sent notices to the landlords of both locations advising them of the Receivership Proceedings and that the equipment should not be removed without consent of the Receiver.
37. The Receiver obtained a hard drive copy of, and maintained electronic access to, the Debtors digital books and records.
38. The Receiver and Receiver's Counsel have coordinated with Cozen O'Connor to maintain the Companies' patents and patent applications in good standing, as appropriate.

Statutory Compliance

39. On April 19, 2025, the Receiver mailed the requisite notice and statement of receiver in accordance with subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* to the Superintendent of Bankruptcy and to all known creditors of the Exro Canada.
40. The Receiver notified CRA of the Receiver's appointment and established new remittance accounts for the goods and sales tax arising subsequent to the Appointment Date.
41. The Receiver established the Receiver's Website where it has posted periodic updates on the progress of the Receivership Proceedings, along with copies of court orders, motion materials and reports filed in connection with these Receivership Proceedings and the Receiver's contact information to facilitate stakeholder inquiries.

Employees

42. As of December 31, 2024, the Exro Group had approximately 160 employees. As a result of the wind-down of international operations, including the voluntary administration in Australia and bankruptcy proceedings in the United States, 141 employees were terminated, of which 30 were terminated by Exro Canada prior to commencement of the Receivership Proceedings.
43. As at the Date of Appointment, Exro Canada had 3 remaining employees, and the former CFO and Human Resources manager were continuing to assist on an as needed basis.
44. The Receiver initially retained three employees from the Date of Appointment to December 15, 2025, to assist with the administration of the Receivership Proceedings including, assisting with the sale process and retention of the Debtors books and records. The three employees were subsequently terminated and retained as contractors effective December 16, 2025.

45. In accordance with the *Wage Earner Protection Program Act*, the Receiver made the former employees aware of the existence of such program and advised that the Receiver would review the Companies' books and records and identify employees who were owed eligible wages under the Wage Earner Protection Program.
46. At the date of this Frist Report, the Receiver continues to retain five contractors, who continue to assist the Receiver with supporting sale process, safeguarding assets, and otherwise assisting the Receiver with administration of the estate.

Wage Earner Protection Program

47. Within six months prior to the Date of Appointment, 30 former employees were terminated by Exro Canada and were not paid termination and/or severance pay.
48. Subsequent to the Date of Appointment, three former employees were terminated and owed termination and/or severance pay.
49. In accordance with the *Wage Earner Protection Program Act*, the Receiver made the former employees aware of the existence of such program and advise that the Receiver would review the Companies' books and records and identify employees who were owed eligible wages under the Wage Earner Protection Program (the "**WEPP**").
50. After reviewing the Companies' books and records, and with the assistance of the Companies, the Receiver determined that a total of approximately \$274,000 was owed to the former employees for termination and severance pay, which are considered eligible wages under the WEPP (the "**WEPP Claims**"). The Receiver has provided the eligible employees with an instruction letter (the "**WEPP Instruction Letter**") setting out the calculation of eligible wages owed under the WEPP and instructions on how to submit their claim with the Receiver and Service Canada.

51. The following summarizes the Receiver’s status of WEPP Claims administered to date:
- (a) the Receiver sent 32 WEPP Instruction Letters to eligible employees;
 - (b) 30 eligible employees have submitted a proof of claim to the Receiver in accordance to the WEPP Instruction Letters in accordance with the requirements under the WEPP; and
 - (c) the Receiver reviewed all 30 WEPP proofs of claim received to date and has submitted all 30 WEPP trustee information forms to Service Canada for processing.
52. Pursuant to section 81.4(4) of the *Bankruptcy and Insolvency Act*, the WEPP Claims are secured against the Debtor’s current assets to the extent of \$2,000 per employee for wages and compensation (including vacation pay, but excluding severance and termination pay).
53. Since there was no unpaid wages or vacation pay, the Receiver does not expect a WEPP super-priority claim from Service Canada. As of the date of this First Report, the Receiver has not received a statement from Service Canada asserting a subrogated priority claim.

Insurance

54. The Receiver contacted the Companies’ insurance broker, Marsh Canada Limited (“**Marsh**”), to review the adequacy of the insurance and to confirm the status of the insurance coverage.
55. The Receiver was advised that all premiums has been paid, and the policy was set to expire on December 1, 2025. The Receiver liaised with Marsh and renewed the term of the policy to December 1, 2026. The policy was amended to reflect the Receiver’s interest in the Property.

Litigation

56. A class action against Exro Technologies Inc., two former Exro Technologies Inc. directors and other defendants (the “**Defendants**”) was filed on November 13, 2025 (the “**Class Action**”). The Receivership Order had the effect of staying this proceeding against Exro Technologies Inc.
57. The Class Action lawsuit alleges that the Defendants made misrepresentations regarding the beneficial impact of the acquisition of SEA Electric Inc. The class members who acquired Exro Technologies Inc.’s securities between January 30, 2024, to September 17, 2025 (the “**Class Members**”) are seeking damages for losses suffered by investors, plus other relief including legal costs and interest.
58. The Receiver has been in contact with representative counsel to the Class Members in respect of the Class Action and the receivership throughout the Receivership Proceedings.
59. The Receiver anticipates that the Class Members may bring a consent application to lift the stay of proceedings to allow the Class Action litigation to proceed on the basis that no claims will be against the Debtors assets and will only attach to insurance proceeds, if any. The Receiver and Receiver’s Counsel continue to liaise with the respective parties on next steps and funding any costs, if required.

SALE SOLICITATION PROCESS

60. In formulating a realization strategy for the Property, the Receiver consulted with the Receiver’s Counsel, the CRO, former Chief Financial Officer and Chief Technology Officer.
61. Given the Debtors’ prior efforts through the engagement of Rothschild and Cantor, the Receiver evaluated the administration costs for the Receivership Proceedings and the fairness and transparency of sale process in formulating a realization strategy for the Property.

62. The Receiver was of the view that the most efficient and effective way to maximize the recoveries for the Companies' creditors and stakeholders in the circumstances was to administer a 'refreshed' sale solicitation process (the "SSP") for the Debtors' assets and/or business. The SSP included providing previous interested parties, and other potential counterparties that were made aware of the SSP through the Receivership Proceedings, with a chance to review and evaluate the opportunity to acquire the Debtors' business or assets.
63. As the Receivership Order was granted on November 14, 2025, the Receiver was unable to secure an application date before this Honourable Court to have the SSP approved before the December 2025 holiday break. Accordingly, time was of the essence in launching the SSP given the following:
- (a) the Debtors had no ongoing operations and only three remaining employees on the Date of Appointment. Ongoing support from the key employees was essential to effectively complete the SSP;
 - (b) two previous fulsome marketing processes were undertaken by the Debtors with unsuccessful results; however, interested parties were aware of the opportunity; and
 - (c) monthly carrying costs were significant with monthly rent for the Highfield Facility and 64th Street Facility of approximately \$100,000.
64. The Receivership Order authorized the Receiver to market any or all of the Debtors' Property, including advertising and soliciting offers in respect of the Property. Accordingly, in an effort to maximize potential recoveries and minimize monthly carrying costs for the benefit of stakeholders, the Receiver launched the SSP on December 5, 2025.
65. The Receiver conducted the SSP to solicit offers to purchase its right, title and interest in the Property, including the equipment, inventory and the IP associated with the Coil Driver, Cell Driver and SEA Drive technologies.

66. Highlights of the steps taken by the Receiver to administer the SSP and associated timelines are as follows:
- (a) on December 5, 2025, the Receiver posted an “Sale Solicitation Process Teaser” to the Receiver’s website, Exro Canada’s website, and distributed it via email to approximately 47 parties. The outreach included both financial and strategic counterparties that had either expressed interest in the Exro Canada assets/business through the prior sale processes and those that reached out to the Receiver directly. A copy of the Sale Solicitation Process Teaser is attached as Appendix “A”. It sets out the timelines and parameters pursuant to which the Receiver would market and solicit offers to purchase the Property;
 - (b) placed public advertisement in “Charged Electric Vehicles Magazine” and the Insolvency Insider to reach industry participants outside the direct outreach list;
 - (c) potential purchasers that contacted the Receiver and executed an NDA were given access to a virtual data room (“VDR”) which included asset listing and descriptions, patent and trademark listings, and corporate and financial information;
 - (d) a bid instruction letter and template asset purchase agreement were made available in the VDR;
 - (e) virtual meetings with the Receiver and Exro Canada’s former CFO and CTO were offered to parties interested in discussing the SSP and detailed asset information;
 - (f) site visits were coordinated for any parties wishing to physically inspect the assets and facilities; and
 - (g) a deadline for submission of offers was set at January 16, 2026.

67. By the bid deadline, a total of seven bids were received, the bids included:
- (a) a credit bid from NBIMC to purchase substantially all of assets, inventory and IP for approximately \$17.1 million, inclusive of principal, interest, fees, costs and other expenses which represents the current amount owing under the Interim Facility; and
 - (b) 6 cash offers to purchase various packages of the Debtors assets, inventory and/or IP.
68. As the aggregate of the 6 cash offers were equal to less than the amount outstanding under the Interim Facility, the credit bid from NBIMC was selected as the successful bid.
69. A summary of the bids received during the SSP is included in the Confidential Appendix. This summary of bids received through the SSP contains commercially sensitive information with respect to the Debtors' Property that could be detrimental to the SSP if disclosed and the Transaction fails to close.
70. The Receiver is seeking an order temporarily sealing the Confidential Appendix on the Court file unless and until the Transaction have closed or upon further order of the Court.
71. The Receiver, in consultation with the Receiver's Counsel and Vestcor's counsel, evaluated the bids received through the SISP with consideration given to, among other things:
- (a) the proposed purchase prices and the offer, or combination of offers, that would result in the highest and best recovery for all stakeholders;
 - (b) the portfolio of assets being acquired;
 - (c) closing risk and price risk, including any remaining due diligence or other conditionality;

- (d) the extent to which the offer complied with the SSP; and
- (e) the ability of the parties to close in a timely manner.

72. The Receiver has the following comments regarding its administration of the SSP:

- (a) the SSP provided for fairness and transparency in the process;
- (b) the timelines to market and solicit a transaction in the SSP were appropriate in light of, among other things, (i) the size and nature of the Companies' operations (operations had been discontinued), (ii) the Companies' financial position, and (iii) the fact that the assets were previously marketed by Cantor and Rothschild;
- (c) the bidding requirements, as described in the SSP, were reasonable in the circumstances as they provided sufficient hurdles to ensure that interested parties were real, had the willingness and ability to consummate a transaction, but were not unduly burdensome to discourage participation by potential bidders;
- (d) in the Receiver's experience, the SSP timelines permitted a sufficient level of market exposure and are consistent with other similar insolvency processes. The SSP provided for 43 days from launch until the bid deadline, and the Receiver was not made aware of any parties that expressed interest and did not submit a bid due to the timelines provided for through the SSP;
- (e) the SSP exposed the Property to the market in an effective manner, as demonstrated by the number of parties that participated;
- (f) the Lender, was supportive of the SSP and the Receiver's implementation thereof.

THE TRANSACTION

Credit Bid APA

73. The Receiver and NBIMC executed the Credit Bid APA dated February 2, 2026. A copy of the Credit Bid APA is attached as Appendix “B” to this First Report.
74. The key terms of the Credit Bid APA include:
- (a) The aggregate purchase price includes (i) the Cure Costs, if any, plus (ii) the indebtedness owing under the Interim Facility, plus (iii) the assumption of the Assumed Liabilities;
 - (b) the sale of all assets, inventory and the IP of the Debtors, subject to certain excluded assets set out in the Credit Bid APA;
 - (c) assignment of the leases associated with the Highfield Facility and 64th Street Facility;
 - (d) Court approval and granting of the SAVO being a condition to closing; and
 - (e) closing being the business day following the SAVO becoming a Final Order (as defined in the Credit Bid APA) after the granting of the SAVO, which is anticipated to be February 20, 2026.
75. As of January 31, 2026, the total indebtedness owing by the Debtors to NBIMC under the Interim Facility is approximately \$17.1 million.

Security Opinion

76. The Receiver's Counsel completed an independent review of the validity and enforceability of the NBIMC Security and determined that, subject to the customary assumptions and qualifications, the NBIMC Security is valid and enforceable. Furthermore, with exception of certain GIC's registered to Bank of Montreal, and any existing security interests in serial numbered goods and purchase money security interests as registered in the Alberta and British Columbia personal property registries, the NBIMC Security is also in first priority as against all of the Debtors' present and after acquired personal property with respect to the amounts owing under the Interim Facility as result of a Priority, Postponement and Standstill Agreement dated August 26, 2025, between the Interim Lender, the Debtors and Odyssey Trust Company. NBIMC is the fulcrum creditor in these proceedings

Receiver's Comments on the Transaction

77. When analyzing the Transaction, the Receiver considered the estimated recoveries to creditors under Credit Bid APA to a sale or disposition under a bankruptcy or through an auction. The Receiver concluded the following:
- (a) the Debtors' Property has been adequately exposed to the market through the prior sale processes with Cantor and Rothschild and the Receivership Proceedings via the SSP;
 - (b) given the nature and status of Exro Canada's operations and that the technology remains in the pre-commercial phase, there is a limited number of interested parties in the Property;
 - (c) the Credit Bid APA represents the highest and best recovery in the circumstances;

- (d) the Purchaser is capable of completing the Transaction and, as the fulcrum secured creditor, has a vested interest in completing the Transaction in a timely manner; and
 - (e) the estates have limited funds available to complete a supplemental sales process and given the results of the prior sale processes and the Receivership SSP, it is unlikely any additional interest would be received in excess of the consideration provided for by the Transaction.
78. Ultimately, the Receiver determined the Transaction contemplated by the Credit Bid APA provides for the highest and overall best recovery to the Debtors' creditors and stakeholders and therefore, from an economic standpoint, is the best available alternative in the circumstances.

Assignment of Lease Agreements

79. The Credit Bid APA identified both the 64th Street Facility and the Highfield Facility lease agreements executed by Exro Canada to be essential to future operations (the “**Assigned Agreements**”). The Credit Bid APA includes confirmation that, upon delivery of the Receiver's Certificates, all rights and obligations of Exro Canada under the Assigned Agreements will be assigned to the Purchasers (64th Street Facility to Purchaser Co. 1 and Highfield Facility to Purchaser Co. 2) , and Exro Canada's right, title and interest in the Assigned Agreements will vest absolutely in the Purchasers free and clear of all encumbrances other than any permitted encumbrances. Copies of the Assigned Agreements are attached as Appendix “C”.

80. The Receiver understands that the Purchasers are wholly owned entities of NBIMC. In May 2025, NBIMC funded the Interim Facility and in the context of these Receivership Proceedings, NBIMC has demonstrated its financial capability and willingness to support the Receivership Proceedings by providing \$500,000 in financing under the Receiver's Borrowing Charge. It will further provide an additional \$700,000 to the Receiver prior to the closing of the Transaction, as discussed below.
81. The Receiver is not aware of any prejudice to the counterparties to the Assigned Agreements if such leases were assigned. Further, the inability to assign the Assigned Agreements would have a negative effect on the ability to complete the Transaction.
82. The Assigned Agreements contain terms that they may not be assigned without the respective landlord's consent, which consent shall not be unreasonable withheld.
83. The Assigned Agreements are current with no outstanding lease payments.
84. In the Receiver's view, the Purchasers have the financial capability to meet the obligations under the Assigned Agreements, accordingly, the Receiver submits that it is appropriate for this Court to approve Credit Bid APA which includes assigning the Assigned Agreements. The Receiver is not currently aware of any counterparties to the Assigned Agreements objecting to the assignment of such agreements and the counterparties have been served with notice of this application.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

85. The Receiver's interim statement of receipts and disbursements for the period from the Appointment Date to February 2, 2026, are summarized as follows:

Interim Statement of Receipts and Disbursements	
For the period from November 14, 2025 to February 2, 2026	
('000s)	
Receipts	
Opening Cash	\$ 118
Receiver's Certificate #1	500
Other Receipts	1
Total Receipts	619
Disbursements	
64th St Lease	(247)
Highfield Lease	(55)
Insurance	(41)
Payroll	(54)
Contractors	(146)
Operating Expenses	(55)
Total Disbursements	(598)
Cash on Hand	\$ 22

- (a) Opening Cash – cash balance in Exro Canada's bank accounts at Appointment Date that was transferred to Receiver's account;
- (b) Receiver's Certificate – \$500,000 funded by NBIMC under the Receiver's Borrowing Charge;
- (c) Leases – monthly lease payments due for the 64th Street Facility and the Highfield Facility. Leases are current and paid through to February 28, 2026;
- (d) Insurance – annual premium for property and premises generally liability coverage;

- (e) Payroll and Contractors – costs relating to contractor expenses, employee wages, payroll remittances and benefits;
- (f) Professional fees – professional fees incurred since the Date of Appointment are outstanding and have not been paid to date. The Receiver is seeking an increase the Receiver’s Borrowing Charge to fund the professional fees incurred to date and estimated to complete the administration of the Receivership Proceedings. The current amount invoiced and outstanding to the Receiver and the Receiver’s Counsel as at January 31, 2025, is approximately \$368,000 and a further \$225,00 to complete the administration of the Receivership Proceedings, including the costs associated with this Application, closing the Transaction and discharge of the Receiver; and
- (g) Operating expenses – relates to information technology, utilities and alarm system expenses.

86. As of February 2, 2026, the Receiver is holding approximately \$22,000 of cash on hand in its estate trust accounts.

RECEIVER’S BORROWINGS CHARGE

87. The Receivership Order authorized the Receiver to borrow such monies as it deems necessary or desirable from Exro Canada’s existing Lender, provided that the outstanding principal amount does not exceed \$500,000. The borrowings advanced by the Lender is secured by the Receiver’s Borrowings Charge.

88. As of the date of this Report, the Receiver has borrowed the full amount authorized under the Receiver’s Borrowings Charge of \$500,000. These funds have been used to administer the Receivership Proceedings, including administering the SSP and costs associated with the Companies leased premises until the Receiver can complete the Transaction for the benefit of stakeholders.

89. The Receiver has estimated the remaining liquidity requirements to complete the administration of the Receivership Proceedings below. Accordingly, the Receiver is seeking an increase in the permitted borrowings by \$700,000 from the current amount authorized of \$500,000 to \$1,200,000, as illustrated below.

Estimated Receipts and Disbursements ('000s)	
Opening cash	\$ 22
Receiver Certificate #2	700
Total Receipts	722
Disbursements	
Contractors	(33)
Professional Fees Outstanding	(368)
Professional Fees to Complete	(225)
Operating Expenses	(96)
Total Disbursements	(722)
Ending Cash	\$ -

90. It is a condition precedent to the closing of the Transaction that the borrowing charge be increased by the Court and the Lender funds the additional \$700,000 in borrowing to the Receiver. The additional funding will need to be provided prior to closing because the Receiver's charge attaches to the Property, and following the sale of the Property, the charge will have no further assets to attach against.
91. The Receiver's comments with respect to its request to increase the Receiver's Borrowings Charge are as follows:
- (a) the increase will ensure the Receiver is able to meet critical payments, including outstanding and estimated professional fees required to affect the Transaction;
 - (b) the proposed increase has been shared with NBIMC, and it has confirmed its willingness to increase the maximum amount of funding available to the Receiver to \$1,200,000, subject to the approval of this Honourable Court; and

- (c) the Receiver is not aware of any cure costs or priority payments that are required to be paid.

CONCLUSION AND RECOMMENDATIONS

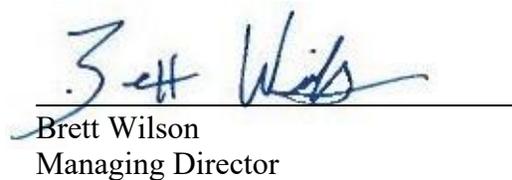
92. Based on the forgoing, the Receiver respectfully recommends that this Honourable Court grant the following Orders:

- (a) approval of the Receiver's activities since the Date of Appointment;
- (b) the SAVO;
- (c) the Confidential Appendix be temporarily sealed on the Court file unless and until the Transaction has closed or upon further order of the Court; and
- (d) increasing the principal amount of the Receiver's Borrowings Charge.

All of which is respectfully submitted this 2nd day of February 2026.

FTI Consulting Canada Inc.
in its capacity as receiver and manager of
Exro Technologies Inc., DPM Technologies Inc., and Cellex Energy Inc., and not
in its personal or corporate capacity


Deryck Helkaa
Senior Managing Director


Brett Wilson
Managing Director

First Report of FTI Consulting Canada Inc.,
In its capacity as Receiver of Exro Technologies Inc., DPM Technologies Inc., and Cellex Energy Inc.

Appendix “A” – Sale Solicitation Process Teaser



FTI Consulting Canada Inc., in its capacity as Receiver

Exro Technologies Inc.

Sale Solicitation Process

Sale Solicitation Process and Timeline

- On November 14, 2025, FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) of all the assets, undertakings and properties of Exro Technology Inc., DPM Technologies Inc. and Cellex Energy Inc. (the “**Debtors**”) pursuant to an Order of the Court of King’s Bench of Alberta (the “**Receivership Order**”).
- Pursuant to the Receivership Order the Receiver is authorized to market any or all of the Debtors’ property, including advertising and soliciting offers in respect of the property (the “**SSP**”). The SSP is intended to solicit interest in, and opportunities for a sale of all, or part of, Debtors’ assets and business operations on a going concern basis.
- Copies of publicly available information filed in respect of the Receivership Proceedings can be found on the Receiver’s website at: <http://cfcanada.fticonsulting.com/exro>.
- Access to a virtual data room (“**VDR**”) will require execution of a non-disclosure agreement (“**NDA**”).
- Interested parties should contact the Receiver with respect to signing an NDA and/or access to the Data Room and should not contact employees and management of the Debtors directly.

Timeline	
December 5, 2025	Virtual Data Room Open
Up to and including January 16, 2026	Due Dilligence Period
January 16, 2026	Bid Deadline
February 9, 2026	Approval and Vesting Order(s)
February 16, 2026	Outside Date

Secured Indebtedness (C\$000s)	
Receiver's Borrowing Charge	\$500
Secured Interim Facility	\$17,943
Secured Indenture Financing	\$9,541
Secured Note Financing	\$103,083

Contact Information	
deryck.helkaa@fticonsulting.com	403.454.6031
brett.wilson@fticonsulting.com	403.454.6033
hailey.liu@fticonsulting.com	403.454.6040

Company Snapshot and Acquisition Opportunity

The Debtor is a leading designer, engineer and manufacturer of power control technologies for electric motors and batteries. Through its patented power electronics (60+ patents), hardware and software, the assets enable commercial trucks and passenger vehicles to be more affordable, scalable and efficient.

Robust Innovation and Production / Testing Footprint (Calgary, AB)



Innovation Center



Manufacturing Facility



Coil Driver *(In Field Testing)*



Patented traction inverter technology with coil-level control for operational profile switching

- ✓ Provides more responsive vehicles with higher acceleration
- ✓ Increased torque at low speeds
- ✓ Dynamic profile switching increases system efficiency
- ✓ Reduced cost due to fewer components and better range
- ✓ Validated by industry majors

Commercial and Passenger Vehicles

Cell Driver *(In Field Testing)*



Turnkey, UL-Certified battery energy storage system with cell level controls

- ✓ Cell level control optimizes energy management
- ✓ Ability to bypass defective cells without sacrificing performance, leading to enhanced safety
- ✓ Fully integrated system, reducing complexity and costs

Commercial & Industrial Energy

PCBA Manufacturing *(Certified & Commissioned)*



State-of-the-art PCBA manufacturing facility with automated SMT lines

- ✓ 10,000 sqft class 10,000 clean-room with SMT lines
- ✓ Tech cleanliness; Track & trace
- ✓ Inline chemical wash and flux residue removal; Vacuum reflow
- ✓ Barrel fill X-Ray inspection: targeting class III on all PCBAs

Aerospace, AI Data, Power Electronics

Exro Differentiators



Efficient Inverter Technology

Coil switching technology reduces system losses – depending on the vehicle application, load, and conditions, this can result in up to ~7.5% gain in highway range



Optimized System Performance

Eliminates the dependencies on mechanical components such as OBC
Passenger vehicle with a Coil Driver has 5% greater system efficiency, which translates to ~\$400 per vehicle and ~\$8,000 per commercial vehicle



Complete Power Electronics Package

Patented software & hardware solution that right-sizes vehicle propulsion systems

Core Markets



Light-Duty Trucks



Medium-Duty Trucks



Heavy-Duty Trucks



Passenger Car



Energy Storage



PCBA



Experts with Impact™

First Report of FTI Consulting Canada Inc.,
In its capacity as Receiver of Exro Technologies Inc., DPM Technologies Inc., and Cellex Energy Inc.

Appendix “B” – Credit Bid Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

between

**FTI Consulting Canada Inc., solely in its capacity as Court-appointed receiver of
Exro Technologies Inc., DPM Technologies Inc. and Cellex Energy Inc., and not in its personal or
corporate capacity**

and

NBIMC QUANTITATIVE STRATEGIES FUND – CLASS N

and

773948 N.B. INC.

and

773951 N.B. INC.

dated as of February 2, 2026

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“**Agreement**”), dated as of February 2, 2026, is entered into between FTI Consulting Canada Inc., solely in its capacity as Court-appointed receiver of Exro Technologies Inc., DPM Technologies Inc. and Cellex Energy Inc. (collectively, the “**Companies**” and each a “**Company**”), and not in its personal or corporate capacity (“**Vendor**”), NBIMC Quantitative Strategies Fund – Class N a trust formed under the laws of the Province of New Brunswick (the “**Lender**”), 773948 N.B. Inc., a corporation incorporated under the laws of the Province of New Brunswick (“**Purchase Co. 1**”) and 773951 N.B. Inc., a corporation incorporated under the laws of the Province of New Brunswick (“**Purchase Co. 2**”).

WHEREAS:

- (a) Reference is made to that certain Interim Financing Credit Facility dated as of May 15, 2025 (the “**Interim Loan Agreement**”), by and among the Companies, as borrowers and the Lender. The obligations for the Interim Facility (as defined therein) under the Interim Loan Agreement and the other Interim Loan Documents (as defined below) are secured by valid and duly perfected liens and other encumbrances in and upon substantially all property and assets of the Companies.
- (b) Each Purchaser is an entity organized for the purpose of effecting the rights and interests of the Lender in accordance with the terms and conditions of the Interim Loan Documents. The Lender intends to effectuate a credit bid in respect of the Senior Secured Obligations (as defined below), for the applicable portion of the Purchase Price (as defined below), in exchange for the transfer to the Purchasers as applicable, of the Purchased Assets (as defined below).
- (c) The Companies were engaged in the business of designing, engineering, and manufacturing power control technologies and circuit boards, including the development, ownership and licensing of proprietary intellectual property associated therewith (the “**Business**”).
- (d) Vendor was appointed as receiver of all of the assets, undertakings and properties of the Companies pursuant to an Order of the Court of King’s Bench of Alberta dated November 14, 2025 in the receivership proceeding in the under court file no. 2501-17556 (“**Receivership Proceeding**”).
- (e) Vendor wishes to sell and assign to Purchasers, and Purchasers wish to purchase and assume from Vendor, all of the Companies’ right, title and interest in and to the Purchased Assets (as defined herein) used in connection with the Business, subject to the terms and conditions set forth herein.

IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I Definitions

Section 1.02 Definitions. The following terms have the meanings specified or referred to in this Article:

- (a) “**Accounts Receivable**” shall mean, with respect to each of the Companies, all accounts receivable, notes receivable, purchase orders, negotiable instruments, completed work or services that has not been billed, chattel paper, notes and other rights to payment, including those consisting of all accounts receivable in respect of services rendered or products sold to customers by such Company, any other miscellaneous accounts receivable of such Company, and any claim, remedy or other right of such Company related to any of the foregoing, together with all unpaid financing charges accrued thereon and any payments with respect thereto.
- (b) “**Affiliate**” means an affiliate as that term is defined in the *Business Corporations Act* (Alberta).
- (c) “**Agreement**” has the meaning set forth in the preamble.
- (d) “**Allocation Schedule**” shall mean the allocation of the Purchase Price among the Purchased Assets as set out in Schedule D.
- (e) “**Assignment and Assumption Agreement**” has the meaning set forth in Section 3.02(a)(iv).
- (f) “**Assignment and Assumption of Lease**” has the meaning set forth in Section 3.02(a)(iv).
- (g) “**Assumed Contracts**” means the Purchase Co. 1 Assumed Contracts and the Purchase Co. 2 Assumed Contracts.
- (h) “**Assumed Liabilities**” means those liabilities and obligations set forth in Part 1 of Schedule B.
- (i) “**Bill of Sale**” has the meaning set forth in Section 3.02(a)(i).
- (j) “**Bank of Montreal GICs**” means the guaranteed investment certificates which security interest therein by the Bank of Montreal was registered under the British Columbia Personal Property Registry based registration numbers 222048K, 521402L, 966025L, 388462M, 978991Q.
- (k) “**Business**” has the meaning set forth in the recitals.
- (l) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta.
- (m) “**Cash**” shall mean cash, money orders, Bank of Montreal GIC’s, third party checks, wire transfers and any other funds of the Companies, commercial paper, marketable securities, demand deposits, cash reserves for Taxes, certificates of deposit and other bank deposits, deposits of any Company with any third party (including any vendor, manufacturer, customer, utility, or landlord or other cash or security deposit for rent, electricity, telephone or otherwise), treasury bills and other cash equivalents and liquid investments.
- (n) “**Circuit Board Manufacturing Assets**” shall mean the Purchased Assets set out in Part 1 of Schedule A.
- (o) “**Closing**” means the consummation of the transactions contemplated by this Agreement.

- (p) “**Closing Amount**” has the meaning set forth in Section 2.05.
- (q) “**Closing Date**” means the Business Day following the Sale Order becoming a Final Order, or at such other time or date as Vendor and Purchasers may mutually agree upon in writing.
- (r) “**Companies**” has the meaning set forth in the preamble.
- (s) “**Contracts**” means all contracts, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.
- (t) “**Court**” means the Court of King’s Bench of Alberta.
- (u) “**Cure Costs**” the amount of all monetary defaults, if any, existing in respect of any Assumed Contracts by each Purchaser that are required to be paid in order to obtain the consent necessary to permit the assignment of such Contract(s) to such Purchaser.
- (v) “**Encumbrance**” means any security interest (whether contractual, statutory, or otherwise, hypothec, mortgage, trust or deemed trust (whether contractual, statutory, or otherwise), lien, execution, levy, charge or other financial or monetary claim, whether or not it has attached or been perfected, registered or filed and whether secured, unsecured or otherwise.
- (w) “**ETA**” means the *Excise Tax Act*, R.S.C. 1985, c. E-15.
- (x) “**Excluded Assets**” means all rights, interests and assets of Vendor and the Companies, other than the Purchased Assets, including, without limiting the generality of the foregoing: (a) all contracts, that are not Assumed Contracts; (b) all Cash including certainty the Bank of Montreal GIC’s, but excluding Cash associated with any Assumed Contract; (c) all Accounts Receivable, excluding Accounts Receivable associated with any Assumed Contracts; (d) all financial and corporate books and records of the Companies (provided that the Purchasers shall have the right to make copies of any portions of such retained books and records that relate to the Business or any of the Purchased Assets); (e) the Companies’ insurance policies and Companies’ directors and officers liability insurance policies; (f) all equity interests in any of the Companies including any options, warrants, or other securities exchangeable or convertible into equity interests of such Companies; (g) all of Vendor’s correspondence and file material, including, without limitation, correspondence to and from Vendor’s legal counsel; (h) accounts, valuations and any other records or reports generated by Vendor as a result or in the context of the administration of the receivership of the Companies.
- (y) “**Excluded Liabilities**” means those liabilities and obligations set forth in Part 2 of Schedule B.
- (z) “**Final Order**” means an order that has been granted and is in full force and effect, unamended, and (i) is not subject to a stay or order restraining Closing; and (ii) the deadline for filing any motion for leave to appeal or notice of appeal to the Court of Appeal has expired and any leave to appeal or appeal to the Court of Appeal has been settled or disposed of.
- (aa) “**Governmental Authority**” means any federal, provincial, territorial, municipal, state or foreign government or political subdivision thereof, or any agency or instrumentality of

such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction.

- (bb) “**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.
- (cc) “**GST/HST**” means all taxes levied under the ETA.
- (dd) “**Intellectual Property**” means any or all of the following items, wherever located as they exist in any jurisdiction throughout the world, whether registered or unregistered: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and nonpublic business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other proprietary intellectual property and industrial property *including* all obligations of third parties relating to the protection of the foregoing, the goodwill associated with the foregoing, and the right to sue for past payment or infringement, if any, in connection with any of the foregoing, and all documents, disks and other media on which any of the foregoing is stored, in each case, used or held by the Companies or the Vendor for use in or relating to the Purchased Assets.
- (ee) “**Interim Loan Documents**” shall mean the Interim Loan Agreement, dated as of May 15, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), together with the Security (as defined therein) related thereto, by, among others, the Companies, in favor of the Lender.
- (ff) “**Interim Period**” means the period from and including the date of this Agreement to the Closing Time.
- (gg) “**ITA**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.).
- (hh) “**Law**” means any statute, law, regulation, rule, ordinance, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.
- (ii) “**Liabilities**” means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind, whether accrued or fixed, actual, absolute, contingent, latent or otherwise matured or unmatured or determined or undeterminable, including those arising under any applicable law or claim and those arising under any contract or

undertaking or otherwise including any tax liability or tort liability of the Companies or Vendor.

- (jj) “**Outside Date**” means March 31, 2026.
- (kk) “**Permitted Encumbrances**” means the Encumbrances set out in **Schedule C**.
- (ll) “**Person**” means an individual, corporation, Companies, unlimited liability Companies, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity.
- (mm) “**Purchase Co 1**” has the meaning given to it in the recitals and is the entity purchasing the Circuit Board Manufacturing Assets;
- (nn) “**Purchase Co. 1 Assumed Contracts**” means all contracts assumed by Purchase Co. 1 and included in the Circuit Board Manufacturing Assets.
- (oo) “**Purchase Co 2**” has the meaning given to it in the recitals and is the entity purchasing the Residual Assets;
- (pp) “**Purchase Co. 2 Assumed Contracts**” means all contracts assumed by Purchase Co. 2 and included in the Residual Assets.
- (qq) “**Purchasers**” means each of Purchase Co. 1 and Purchase Co. 2 and “**Purchaser**” means any one of them.
- (rr) “**Purchase Price**” has the meaning set forth in Section 2.05.
- (ss) “**Purchased Assets**” means the Circuit Board Manufacturing Assets and the Residual Assets, all as more particularly set out in **Schedule A**, and for clarity includes any warranty rights or quality assurance rights associated with any of the Purchased Assets.
- (tt) “**Purchaser Closing Certificate**” has the meaning set forth in Section 8.03(d).
- (uu) “**Receiver’s Certificate**” means a certificate of the Receiver confirming the payment of the Purchase Price, the satisfaction or waiver of the conditions to Closing the completion of the transaction contemplated by this Agreement to the satisfaction of the Receiver, in the form appended to the Sale Order.
- (vv) “**Receivership Proceeding**” has the meaning set forth in the recitals.
- (ww) “**Representative**” means, with respect to any Person, any, and all, directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.
- (xx) “**Residual Assets**” shall mean the Purchased Assets set out in Part 2 of Schedule A.
- (yy) “**Sale Order**” means a sale approval and vesting order granted by the Court, in a form substantially approved by Vendor and the Purchasers, acting reasonably, approving this Agreement and vesting title to the Purchased Assets in the Purchasers free and clear of all Encumbrances, except the Permitted Encumbrances, and including, if necessary,

assignment of contract orders for the assignment of the Assumed Contracts to the Purchasers.

(zz) “**Schedules**” means the Schedules attached to this Agreement:

- (i) Schedule A – Purchased Assets
- (ii) Schedule B – Assumed and Excluded Liabilities
- (iii) Schedule C – Permitted Encumbrances
- (iv) Schedule D – Allocation
- (v) Schedule E – Bill of Sales
- (vi) Schedule F – Assignment & Assumption Agreement
- (vii) Schedule G – Assignment & Assumption of Lease Agreement

(aaa) “**Senior Secured Obligations**” means:

- (i) any and all of the indebtedness and obligations owing by the Companies to the Lender arising under or in connection with the Interim Loan Documents including, without limitation, all accrued and unpaid interest to the Closing Date; and
- (ii) any and all protective disbursements and other amounts advanced by the Lender to the Companies or paid by the Lender to any Person for and on behalf of the Companies, without limitation, all accrued and unpaid interest thereon to the Closing Date;

but excluding, for certainty:

- (iii) any amounts advanced by the Lender to the Receiver in connection with the issuance of the Receivership borrowings including but not limited to the initial Receiver’s charge in the amount of \$500,000 CAD and all further Receivership borrowings; and
- (iv) any and all of the indebtedness and obligations owing by the Companies to the Lender or any related party of the Lender for any of the Existing Indebtedness (as such term is defined in the Interim Loan Agreement) including, without limitation, all accrued and unpaid interest;

For indicative purposes, the Senior Secured Obligations are in the approximate amount of \$17,140,129.50 CAD (inclusive of billed costs and fees) as of January 31, 2026.

(bbb) “**Tax**” or “**Taxes**” means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST/HST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment,

education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan and Québec Pension plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority, including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed.

- (ccc) “**Transaction Documents**” means this Agreement, a certified copy of the Sale Order, the Receiver’s Certificate, the Bill of Sale, the Assignment and Assumption Agreement, the Assignment and Assumption of Leases and the other agreements, instruments and documents required to be delivered at the Closing.
- (ddd) “**Transfer Taxes**” means all applicable Taxes, including where applicable, all GST/HST payable upon or in connection with the transactions contemplated by this Agreement and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement.
- (eee) “**Vendor**” has the meaning set forth in the preamble.
- (fff) “**Vendor Closing Certificate**” has the meaning set forth in Section 8.02(c).
- (ggg) “**Vendor’s Solicitor**” means Gowling WLG (Canada) LLP.

ARTICLE II

Purchase and Sale

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, at Closing, Vendor shall:

- (a) sell, assign, transfer and convey to Purchase Co. 1, the Circuit Board Manufacturing Assets, and Purchase Co. 1 shall purchase from Vendor, all of the Companies’ right, title and interest in the Circuit Board Manufacturing Assets, free and clear of all Encumbrances other than the Permitted Encumbrances; and
- (b) sell, assign, transfer and convey to Purchase Co. 2, the Residual Assets, and Purchase Co. 2 shall purchase from Vendor, all of the Companies’ right, title and interest in the Residual Assets, free and clear of all Encumbrances other than the Permitted Encumbrances.

Section 2.02 Excluded Assets. Each Purchaser expressly acknowledges and agrees that it is not purchasing or acquiring, and Vendor is not selling or assigning, the Excluded Assets.

Section 2.03 Assumption of Liabilities. Subject to the terms and conditions of this Agreement, the applicable Purchaser shall assume and agree to pay, perform and discharge when due, the Assumed Liabilities as set out herein. Neither Purchaser shall assume or be responsible for any liability or obligation of the Companies or Vendor other than the Assumed Liabilities.

Section 2.04 Excluded Liabilities Notwithstanding Section 2.01 and Section 2.03, the Purchased Assets shall not include the assets, properties and rights set out in Part 2 of Schedule B.

Section 2.05 Purchase Price. The aggregate purchase price for the Purchased Assets shall be the aggregate of (a) the Cure Costs; plus (b) the total amount of the Senior Secured Obligations as a credit bid

(the “**Closing Amount**”), plus, (c) the assumption of the Assumed Liabilities (collectively, the “**Purchase Price**”). Payment of the Purchase Price shall be a joint and several obligation of each of the Purchasers. The portion of the Purchase Price equal to the Senior Secured Obligations shall be paid by means of a credit against all amounts due and owing under the Interim Loan Agreement as of the Closing Date. The balance of the Closing Amount shall be paid by wire transfer of immediately available funds to an account designated in writing by Vendor to the Purchasers on the Closing Date.

Section 2.06 Allocation of Purchase Price. Vendor and Purchasers agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with Schedule D. Purchasers and Vendor shall file all tax returns (including amended returns and claims for refunds) and elections required or desirable in a manner consistent with such allocation.

Section 2.07 Non-Assignable and Non-Transferable Purchased Assets. Nothing in this Agreement shall be construed as an agreement to sell, assign, transfer or deliver any Purchased Asset that, by its terms or pursuant to applicable Law, result in a violation of applicable law or require the consent or waiver of a third party or Governmental Authority, unless and until such consent or waiver shall be given. Subject to the obligations of the Parties in Section 6.03, Closing shall occur notwithstanding the foregoing without any adjustment to the Purchase Price on account thereof.

ARTICLE III Closing

Section 3.01 Closing. The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, and shall be subject to such escrow document release arrangements as the Parties may agree. For greater certainty, Closing shall occur on or before the Outside Date unless otherwise agreed to by Vendor and Purchasers, in writing.

Section 3.02 Closing Deliverables.

- (a) At the Closing, Vendor shall deliver to Purchaser the following:
 - (i) a Court-certified copy of the Sale Order;
 - (ii) a duly executed copy of the Receiver’s Certificate;
 - (iii) a bill of sale in the form of Schedule E hereto (the “**Bill of Sale**”), duly executed by Vendor, transferring the tangible personal property included in the Circuit Board Manufacturing Assets to Purchase Co. 1, and transferring the tangible personal property included in the Residual Assets to Purchase Co. 2;
 - (iv) an assignment and assumption agreement in the form of Schedule F (the “**Assignment and Assumption Agreement**”), duly executed by Vendor, effecting the assignment to and assumption by Purchase Co. 1 of the Circuit Board Manufacturing Assets and effecting the assignment to and assumption by Purchase Co. 2, of the Residual Assets, in each case including, in particular, the Intellectual property forming part of such Purchased Assets;
 - (v) with respect to each real property lease included in the Purchased Assets, an Assignment and Assumption of Lease substantially in the form of Schedule G (each, an “**Assignment and Assumption of Lease**”), duly executed by Vendor in favour of the applicable Purchaser;

- (vi) the Vendor Closing Certificate;
 - (vii) the election(s) required under Section 9.01 executed by the Vendor; and
 - (viii) such other items or documents as may be necessary or desirable in the opinion of Purchasers, acting reasonably.
- (b) At the Closing, Purchasers shall deliver to Vendor the following:
- (i) a release executed by the Lender of the Senior Secured Obligations;
 - (ii) the Closing Amount, less the Senior Secured Obligations;
 - (iii) the Assignment and Assumption Agreements duly executed by the applicable Purchaser;
 - (iv) with respect to each real property lease included in the Purchased Assets, an Assignment and Assumption of Lease duly executed by the applicable Purchaser;
 - (v) the Purchasers' Closing Certificate;
 - (vi) a receipt for the Purchased Assets, duly executed by the applicable Purchaser;
 - (vii) the election(s) required under Section 9.01 executed by the Purchasers; and
 - (viii) such other items or documents as may be necessary or desirable in the opinion of Vendor, acting reasonably.

ARTICLE IV

Representations and Warranties of Vendor

Section 4.01 Vendor Representations and Warranties. Vendor represents and warrants to the Purchaser as follows:

- (a) subject to obtaining and pursuant to the Sale Order, Vendor has the power, authority and capacity to enter into this Agreement, subject to its terms, and the Transaction Documents and the authority to execute all instruments required by this Agreement to be delivered by it, and to perform its obligations hereunder and thereunder;
- (b) Exro Technologies Inc. and DPM Technologies Inc. are registered for GST/HST purposes under Part IX of the ETA and their registration number are # 82667 2172 (Exro Technologies Inc.), # 83290 9345 (DPM Technologies Inc.); and
- (c) Vendor is not a non-resident of Canada within the meaning of section 116 of the ITA. Vendor represents and warrants to Purchaser that the statements contained in this Article are true and correct as of the date hereof.

Section 4.02 No Other Representations and Warranties. Except for the representations and warranties set out in this ARTICLE IV, neither Vendor nor the Companies nor any of their respective Representatives have made and are making no representations, warranties, conditions, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Purchased Assets.

ARTICLE V
Representations and Warranties of Purchaser

Section 5.01 Purchaser Representations and Warranties. The Purchasers, jointly and severally, represents and warrants to Vendor as follows:

- (a) The Purchasers are each a corporation incorporated and existing under the Laws of the Province of New Brunswick and neither have been discontinued or dissolved under such Laws.
- (b) Each of the Purchasers has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which such Purchaser is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.
- (c) The execution and delivery by Purchasers of this Agreement and any other Transaction Document to which each Purchaser is a party, the performance by each Purchaser of its obligations hereunder and thereunder and the consummation by each Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of each Purchaser. This Agreement has been duly executed and delivered by the Purchasers.
- (d) This Agreement constitutes a legal, valid and binding obligation of the Purchasers, enforceable against the Purchasers in accordance with its terms. When each other Transaction Document to which a Purchaser is or will be a party has been duly executed and delivered by such Purchaser, such Transaction Document will constitute a legal, valid and binding obligation of such Purchaser enforceable against it in accordance with its terms.
- (e) The execution, delivery and performance by the Purchasers of this Agreement and the other Transaction Documents to which each Purchaser is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the articles of incorporation or by-laws of, or unanimous shareholder agreement relating to such Purchaser; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to such Purchaser; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which such Purchaser is a party.
- (f) No consent, approval, permit, order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Purchaser in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.
- (g) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Purchaser.
- (h) Each of the Purchasers and Lender have sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

- (i) Neither Purchase Co.1 nor Purchase Co. 2 is not a “non-Canadian” within the meaning of the *Investment Canada Act*, R.S.C. 1985, c. 28 (1st Supp.).
- (j) Each of the Purchasers shall be registered for purposes of the GST/HST levied under the ETA as of the Closing Date..

ARTICLE VI

Covenants

Section 6.01 Receivership Proceeding. During the Interim Period, Vendor will use commercially reasonable efforts to inform the Purchasers and Lender of the status of the Purchased Assets and the Receivership Proceeding.

Section 6.02 Court Approval. In respect of the Sale Order:

- (a) as soon as reasonably practical, the Vendor shall file and serve an application seeking the issuance of the Sale Order;
- (b) each of the Purchasers and Lender shall use commercially reasonable efforts to support the application for the Sale Order;
- (c) if the Sale Order is issued, the Vendor shall use commercially reasonable efforts to enter the Sale Order promptly;
- (d) each of the Purchasers and Lender acknowledges that the Vendor’s sole obligation with respect to obtaining the Sale Order is bringing the application before the Court and acknowledges that the Vendor is subject to the direction of the Court with respect to the Purchased Assets; and
- (e) the Vendor shall promptly notify the Purchasers and Lender on receipt of any notice seeking appeal, leave to appeal, stay, amendment or variation of the Sale Order.

Section 6.03 Third Party Consents.

- (a) Where required, the Vendor and the Purchasers shall use commercially reasonable efforts to obtain the consents and waivers needed from third parties in order for the Vendor to sell, assign, transfer and deliver the Purchased Assets to the Purchasers, provided that the Vendor shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is sought.
- (b) To the extent that any consent or waiver needed to transfer any of the Purchased Assets, the Vendor will bring an application to the Court seeking to dispense with the consent or waiver.

Section 6.04 Closing Conditions. From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in ARTICLE VIII.

Section 6.05 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 6.06 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE VII

As-Is Transaction and Receiver Liability

Section 7.01 As-Is Transaction. Except as expressly provided in ARTICLE IV herein, notwithstanding any other provision of this Agreement or any Transaction Document, the Purchasers hereby acknowledge and agree:

- (a) the Purchased Assets are being purchased on an “as is, where is” basis as they exist at the Closing Time and the Purchasers will accept the Purchased Assets in such state, condition and location at the Closing Time, understanding that the sale of the Purchased Assets is at the risk of the Purchasers as of the date of this Agreement/and, on Closing, the Purchasers will accept the Purchased Assets in the state, condition and location existing as of the date of this Agreement, reasonable wear, tear and use of, and difference in inventory excepted;
- (b) they have undertaken to their satisfaction such searches, independent investigations, inspections and other due diligence in connection with entering into this Agreement and based solely thereon, has determined to proceed with the transactions contemplated by this Agreement;
- (c) all written and oral information provided by the Vendor and the Companies and their respective Representatives to the Purchasers, including in any court document, teaser letter, asset listing, confidential information memorandum, tender package, data room, management presentation, site visit, meetings, telephone calls and any other information made available to the Purchasers, in connection with the Purchased Assets has been provided for the convenience of the Purchasers only and neither the Vendor nor the Companies and their respective Representatives have made or are making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information;
- (d) any information regarding or describing the Purchased Assets in is for identification purposes and the convenience of the Purchasers only and the Vendor is making no representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information;
- (e) the Vendor, the Companies and their respective Representatives have made and are making no representations, warranties, conditions, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Purchased Assets, including without limitation with respect to: (i) the Vendor and the Companies’ right, title and interest in or to the Purchased Assets; (ii) the merchantability, marketability, location, condition, description, fitness for a particular purpose of the Purchased Assets; (iii) compliance or

non-compliance with laws, regulations, including environmental rules; (iv) existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Purchased Assets; and (v) any infringement of intellectual property rights of a third party, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise connected to the Purchased Assets.

Section 7.02 Receiver Liability. The Purchasers hereby expressly acknowledge and agree that FTI Consulting Canada Inc. is acting only in its representative capacity as Court-appointed receiver and manager of the Purchased Assets and shall have no personal or corporate liability under or as a result of entering into or carrying out the transaction which is the subject of this Agreement.

ARTICLE VIII Conditions to Closing

Section 8.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or before the Closing, of each of the following conditions:

- (a) The Sale Order being issued and entered.
- (b) The Receiver's borrowing charge in the Receivership Proceeding is increased from \$500,000 to \$1,200,000.
- (c) The Sale Order being a Final Order.
- (d) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order that is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

Section 8.02 Conditions to Obligations of Purchasers. The obligations of the Purchasers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or a waiver signed by the applicable Purchaser, at or before the Closing, of each of the following conditions:

- (a) The representations and warranties of the Vendor set out in ARTICLE IV shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).
- (b) The Vendor shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it on or before the Closing Date.
- (c) The Purchasers shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Vendor, that each of the conditions set forth in Section 8.02(a) and Section 8.02(b) have been satisfied (the "**Vendor Closing Certificate**").

- (d) The Vendor shall have delivered to the Purchasers duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02.

Section 8.03 Conditions to Obligations of Vendor. The obligations of the Vendor to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Vendor's waiver, at or before the Closing, of each of the following conditions:

- (a) The representations and warranties of Purchaser set out in ARTICLE V shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).
- (b) Purchaser shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it on or before the Closing Date.
- (c) Purchaser shall have delivered to the Vendor the Closing Amount, duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).
- (d) Lender shall deliver to Vendor \$700,000 CAD following the issuance of a Receiver's Borrowing Certificate by Vendor to Lender.
- (e) The Vendor shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Purchaser, that each of the conditions set forth in Section 8.03(a) and Section 8.03(b) have been satisfied (the "**Purchaser Closing Certificate**").

ARTICLE IX Transfer Taxes

Section 9.01 Transfer Taxes. The Purchase Price is exclusive of any applicable Transfer Taxes, and the Purchasers will be liable for and will pay all Transfer Taxes, properly payable by the Purchasers in connection with the sale and transfer of the Purchased Assets. On or before the Closing Date, the Vendor and the Purchasers shall complete and sign joint election(s) under subsection 167(1) of the ETA in the form prescribed to avoid the application of GST/HST to the purchase and sale of the Purchased Assets. The Purchasers will duly file the election(s) with the appropriate Governmental Authorities within the time permitted under the ETA and will provide the Vendors proof of filing within 10 Business Days of filing.

Section 9.02 Transfer Tax Self Assessment. If the joint election made in Section 9.01 is invalid or ineffective, the Purchasers shall pay to the Vendor upon Closing or, where permitted by applicable Law, directly to the appropriate Governmental Authorities, all Transfer Taxes payable by the respective Purchaser in respect of the purchase and sale of the Purchased Assets under this Agreement, and, on request of the Vendor, the Purchasers shall furnish to the Vendor proof of direct payment to a Governmental Authority.

Section 9.03 GST/HST Certificate and Indemnity. In respect of any GST/HST to be self-assessed by the Purchaser, the Purchaser shall deliver to the Vendor a GST/HST certificate and indemnity in form agreeable to the Vendor.

Section 9.04 GST/HST Gross-Up. If any payment made by the Vendor or the Purchaser as the result of a breach, modification or termination of this Agreement is deemed by the ETA to include GST/HST, or is deemed by any applicable provincial or territorial legislation to include a similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly.

Section 9.05 Indemnification. The Purchaser shall indemnify and save harmless the Vendor from any amounts, including interest and penalties, that may be assessed against the Vendor arising out of the failure of the Purchaser to pay, when due, any taxes described in this ARTICLE IX.

ARTICLE X Termination

Section 10.01 Termination. This Agreement may be terminated at any time before the Closing:

- (a) by the mutual written consent of the Vendor and the Purchasers;
- (b) by the Purchasers by written notice to the Vendor if:
 - (i) The Purchasers are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Vendor under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VIII, and such breach, inaccuracy or failure cannot be cured by the Vendor by the Closing Date;
 - (ii) any of the conditions set forth in Section 8.01 or Section 8.02 shall not have been fulfilled by the Closing Date, unless such failure shall be due to the failure of the Purchasers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by them before the Closing; or
 - (iii) the Sale Order is not a Final Order by the Outside Date, unless such failure is due to the failure of the Purchasers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before Closing;
- (c) by Vendor by written notice to Purchasers if:
 - (i) the Vendor is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchasers under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VIII, and such breach, inaccuracy or failure cannot be cured by the Purchasers by the Closing Date;
 - (ii) any of the conditions set forth in Section 8.01 or Section 8.03 shall not have been fulfilled by the Closing Date, unless such failure shall be due to the failure of the Vendor to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or

- (iii) the Sale Order is not a Final Order by the Outside Date, unless such failure is due to the failure of the Vendor to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before Closing;
- (d) by the Purchasers or the Vendor if:
 - (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or
 - (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 10.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this ARTICLE X, this Agreement shall forthwith become terminated and of no further force and effect and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

ARTICLE XI Miscellaneous

Section 11.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees, charges and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 11.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.02):

If to Vendor:	FTI Consulting Canada Inc. Email: Deryck.Helkaa@fticonsulting.com brett.wilson@fticonsulting.com Attention: Deryck Helkaa; Brett Wilson
with a copy to:	Gowling WLG (Canada) LLP Email: sam.gabor@gowlingwlg.com Attention: Sam Gabor
If to Purchaser:	NBIMC Quantitative Strategies Fund, Class N Email: Peter.syroid@vestcor.org Attention: Peter Syroid, Senior Portfolio Manager
with a copy to:	Stewart McKelvey

Facsimile: 506.652.1989
Email: psmith@stewartmckelvey.com
Attention: C. Paul W. Smith

Section 11.03 Interpretation. For purposes of this Agreement, (a) the words “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein”, “hereof,” “hereby”, “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Schedules mean the Articles and Sections of, and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian dollars.

Section 11.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 11.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 11.06 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Schedules, the statements in the body of this Agreement will control.

Section 11.07 Successors and Assigns. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 11.08 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto, their Representatives and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall, confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof;

nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11.10 Governing Law; Forum Selection; Choice of Language.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (b) Any action or proceeding arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby shall be brought in the Province of Alberta with the Court within the Receivership Proceeding, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- (c) The parties have expressly required that this Agreement and all related documents, including notices and other communications, be drawn up in English exclusively. Les parties ont expressément exigé à ce que la présente convention ainsi que tous les documents qui s'y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.

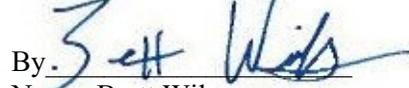
Section 11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 11.12 Non-Recourse. This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, partner, shareholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

FTI CONSULTING CANADA Inc., solely in its capacity as court-appointed receiver of Exro Technologies Inc., DPM Technologies Inc., Cellex Energy Inc., and not in its personal or corporate capacity.

By 
Name: Brett Wilson
Title: Managing Director

NBIMC QUANTITATIVE STRATEGIES FUND –
CLASS N

By _____
Name:
Title:

By _____
Name:
Title:

773948 N.B. INC.

By _____
Name:
Title:

773951 N.B. INC.

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

FTI CONSULTING CANADA Inc., solely in its capacity as court-appointed receiver of Exro Technologies Inc., DPM Technologies Inc., Cellex Energy Inc., and not in its personal or corporate capacity.

By _____
Name:
Title:

NBIMC QUANTITATIVE STRATEGIES FUND – CLASS N

By 
Name: *Peter Syroid*
Title: *Senior Portfolio Manager*

By _____
Name:
Title:

773948 N.B. INC.

By 
Name: *Peter Syroid*
Title: *Senior Portfolio Manager*

773951 N.B. INC.

By 
Name: *Peter Syroid*
Title: *Senior Portfolio Manager*

SCHEDULE A

Section 1.02(qq) Purchased Assets

Part 1 – Circuit Board Manufacturing Assets:

All of the Companies (or the Vendor in respect of Companies) right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located (other than the Excluded Assets), which relate to, or are used or held for use solely in connection with the circuit board manufacturing business, including the following:

- a) the following Assumed Contracts (the “Purchase Co. 1 Assumed Contracts”)
 - i. Lease Agreement between York Realty Inc., as landlord (the interest of York Realty Inc. as landlord having been assigned to Great Plains Five Investments Inc.), and Exro Technologies Inc., as tenant, dated February 23, 2021 (as amended, amended and restated, renewed, extended, supplemented, replaced, or otherwise modified from time to time).
- b) any Cash (restricted to deposits of any of the Companies with any third party (including any vendor, manufacturer, customer, utility, or landlord or other cash or security deposit for rent, electricity, telephone or otherwise) associated with any of the Purchase Co. 1 Assumed Contracts;
- c) any Accounts Receivable associated with any of the Purchase Co. 1 Assumed Contracts;
- d) the following personal property assets located at Units 1, 2, 3 & 4, at 7340-64th Street SE, Calgary Alberta or otherwise associated with the circuit board manufacturing business:
 - i. all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories;
 - ii. all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones; and
 - iii. any other tangible personal property.
- e) all permits or certifications required for the conduct of or assets used in the circuit board manufacturing business:
 - i. ISO 9001:2015 – Certificate GCA-0115-QC
 - ii. ISO 14001:2015 – Certificate GCA-0115-EC
 - iii. ISO 45001:2018 – Certificate GCA-0115-OHC
 - iv. Alberta Pressure Safety Permits for the following items: Vertical Air Receiver SN 1014799; Vertical Nitrogen Storage Tank SN1019400; Vertical Nitrogen Storage Tank SN1019387; Vertical Nitrogen Storage Tank SN1019399;
- f) all rights to any action of any nature available to or being pursued by the Companies (or the Vendor in respect of the Companies) to the extent related to the circuit board manufacturing business or the Assumed Liabilities;
- g) all rights under warranties, representations, guarantees, indemnities and all similar rights against third parties including suppliers, manufacturers and contractors to the extent related to the circuit board manufacturing business;

- h) all insurance benefits, including rights and proceeds, arising from or relating to the circuit board manufacturing business or the Assumed Liabilities;
- i) Copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files.

Part 2 - Residual Assets:

All of the Companies (or the Vendor in respect of Companies) right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business, other than the Circuit Board Manufacturing Assets, including but not limited to the following:

- a) the Intellectual Property and rights of enforcement associated therewith;
- b) the following Assumed Contracts (the “**Purchase Co. 2 Assumed Contracts**”)
 - i. Lease Agreement between Burnswest Properties Ltd., as landlord and Exro Technologies Inc., as tenant, January 22, 2020 (as amended, amended and restated, renewed, extended, supplemented, replaced, or otherwise modified from time to time).
 - ii. Coil Driver Inverter License Agreement between Exro Technologies Inc. as licensor and HB4 S.r.l., an Italian limited company, as licensee, dated June 10, 2024.
- c) any Cash (restricted to deposits of any of the Companies with any third party (including any vendor, manufacturer, customer, utility, or landlord or other cash or security deposit for rent, electricity, telephone or otherwise) associated with any of the Purchase Co. 2 Assumed Contracts;
- d) any Accounts Receivable associated with any of the Purchase Co. 2 Assumed Contracts;
- e) the following assets located at 12 Highfield Circle SE, Calgary, Alberta, Plan 9711676, Lots 16 to 19, Bays #12 & #14 or otherwise associated with the Business (excepting the Circuit Board Manufacturing Assets):
 - i. all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories;
 - ii. all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones;
 - iii. all vehicles; and
 - iv. any other tangible personal property.
- f) all permits or certifications required for the conduct of or use of the assets used in the Business (excepting the Circuit Board Manufacturing Assets);

- g) all rights to any action of any nature available to or being pursued by the Companies (or the Vendor in respect of the Companies) to the extent related to the Business (excepting the Circuit Board Manufacturing Assets), including but not limited to the Intellectual Property;
- h) all rights under warranties, representations, guarantees, indemnities and all similar rights against third parties including suppliers, manufacturers and contractors to the extent related to the Business (excepting the Circuit Board Manufacturing Assets);
- i) all insurance benefits, including rights and proceeds, arising from or relating to the Business (excepting the Circuit Board Manufacturing Assets) or the Assumed Liabilities;
- j) the goodwill relating to the Business conducted by the Companies, including lists of customers and suppliers, credit information, telephone numbers, email addresses, websites, research materials, research and development files and the exclusive right of the Purchase Co. 2 to represent itself as carrying on business in succession to the Companies; and
- k) Copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property and related licenses.

SCHEDULE B

Part 1 - Section 1.02(g) Assumed Liabilities

In respect of Purchase Co 1, the Circuit Board Manufacturing Assets; and in respect of Purchase Co. 2, the Residual Assets:

- a) All Liabilities in respect of the transfer or maintenance of the Intellectual Property;
- b) Any Liabilities associated with the transfer of the authorizations owned, held or used by the Companies in connection with the Purchased Assets.
- c) All Liabilities in respect Assumed Contracts but only to the extent that such liabilities thereunder are first arising and required to be performed after the Closing Date, were incurred in the ordinary course and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Companies on or before the Closing Date;
- d) All Liabilities relating to the Purchasers' ownership or operation of the Purchased Assets to the extent arising from events, facts or circumstances that occur on or after the Closing Date, excluding any such liabilities arising from events, facts or circumstances that commenced prior to the Closing Date and continue after the Closing Date, but only excluding such liabilities to the extent that such Purchaser could not have mitigated them through the use of commercially reasonable efforts after the Closing;

Part 2 - Section 1.02(w) Excluded Liabilities

Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of the Companies (or the Vendor in respect of the Companies) or any of their Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (collectively, the "**Excluded Liabilities**"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

- (a) any Liabilities for Taxes payable by Vendor or any of the Companies;
- (b) any Liabilities relating to or arising out of the Excluded Assets;
- (c) any Liabilities in respect of any pending or threatened action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such action relates to such operation on or before the Closing Date;
- (d) any Liabilities of the Companies (or the Vendor in respect of the Companies) in respect of any employees or former employees of the Companies including all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Companies;
- (e) any environmental claims, or Liabilities under environmental laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or before the Closing on

the Closing Date or otherwise to the extent arising out of any actions or omissions of the Companies (or the Vendor in respect of Companies);

- (f) any (i) intercorporate payables owing to the Companies or their Affiliates, or (ii) Liabilities to shareholders of the Companies;
- (g) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders arising prior to the Closing Date;
- (h) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of the Companies (or the Vendor in respect of Companies);
- (i) any Liabilities under any other Contracts which are not expressly an Assumed Contract and for any Assumed Contract, no Liabilities to the extent such Liabilities arise out of or relate to a breach by the Companies of such Contracts before Closing; and
- (j) any Liabilities arising out of, in respect of or in connection with the failure by the Companies or any of its Affiliates to comply with any Law or Governmental Order.

SCHEDULE C

Section 1.02(ii) Permitted Encumbrances

NIL

SCHEDULE D

Section 2.06 Allocation

Circuit Board Manufacturing Assets	
Personal Property -	TBD Prior to Closing Date
Leaseholds -	TBD Prior to Closing Date
Intangible -	TBD Prior to Closing Date
Goodwill -	NIL

Residual Assets	
Personal Property -	TBD Prior to Closing Date
Leaseholds -	TBD Prior to Closing Date
Intangible -	TBD Prior to Closing Date
Goodwill -	\$1

SCHEDULE E

Section 3.02(a)(i) Bill of Sale

To be settled prior to Closing Date

SCHEDULE F

Section 3.02(a)(iv) Assignment and Assumption Agreement

To be settled prior to Closing Date

SCHEDULE G

Section 3.02(a)(iv) Assignment and Assumption of Lease Agreement

To be settled prior to Closing Date

First Report of FTI Consulting Canada Inc.,
In its capacity as Receiver of Exro Technologies Inc., DPM Technologies Inc., and Cellex Energy Inc.

Appendix “C” – Assigned Agreements

First Report of FTI Consulting Canada Inc.,
In its capacity as Receiver of Exro Technologies Inc., DPM Technologies Inc., and Cellex Energy Inc.

Appendix “C” – Assigned Agreements

64th Street Facility Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of February 23, 2021 (the "Lease")

BETWEEN:

YORK REALTY INC.
(hereinafter called the "Landlord")
#1622, 10303 Jasper Avenue NW
Edmonton, AB T5J 3N6
Tel: 780.421.4000
Email: info@yorkrealty.ca

-and-

EXRO TECHNOLOGIES INC.
o/a "Exro Technologies"
(hereinafter called the "Tenant")
12 - 21 Highfield Circle SE
Calgary, AB T2G 5N6
Tel: 604.674.7746
Email: info@exro.com

IN CONSIDERATION of the rent and the covenants herein contained to be performed by the Landlord and the Tenant, the parties agree as follows:

1. **LEASE**

The Tenant leases from the Landlord and the Landlord leases to the Tenant the Leased Premises (as defined in Section 2 below), for the Term (as defined in Section 3 below) and upon the covenants, provisions, and conditions of this Lease.

2. **LEASED PREMISES**

The Landlord is the registered owner of those lands legally described in Schedule "A" attached hereto (the "Lands"), and municipally known as Units 1, 2, 3 & 4, 7340 - 64 Street SE, Calgary, AB (the "Leased Premises") and comprising: (i) a warehouse area of Thirty Thousand Nine Hundred Sixty-Six (30,966) square feet +/- (the "Warehouse Area"); and (ii) an office area of Six Thousand (6,000) square feet +/- (the "Office Area"), for a combined aggregate of Thirty-Six Thousand Nine Hundred Sixty-Six (36,966) square feet +/-, hereinafter (collectively, the "Floor Area of the Leased Premises"), together with the building(s) constructed on the Lands (the "Building"). The Lands and the Building and all other improvements upon the Lands are collectively referred to herein as the "Property".

3. **TERM**

To have and to hold the Leased Premises for a term (the "Term") of Ten (10) years from August 1, 2021 (the "Commencement Date") to July 31, 2031 (the "Expiry Date"). In the event that the Commencement Date herein is a date other than the First (1st) day of a month, then the Term shall be extended by the number of days between the Commencement Date and the First (1st) day of the following month.

4. **BASIC RENT**

The Tenant shall pay without any variation, set-off, or deduction whatsoever, payable in advance on the first day of each month during the Term as follows:

For the period from August 1, 2021 to and including July 31, 2026, the annual sum of Five Hundred Ninety-One Thousand Four Hundred Fifty-Six dollars (\$591,456.00), payable in equal, consecutive monthly instalments of Forty-Nine Thousand Two Hundred Eighty-Eight dollars (\$49,288.00) per month, based upon an annual rate of Sixteen dollars (\$16.00) per square foot of the Floor Area of the Leased Premises.

For the period from August 1, 2026 to and including July 31, 2031, the annual sum of Six Hundred Nine Thousand Nine Hundred Thirty-Nine dollars (\$609,939.00), payable in equal, consecutive monthly instalments of Fifty Thousand Eight Hundred Twenty-Eight

dollars and Twenty-Five cents (\$50,828.25) per month, based upon an annual rate of Sixteen dollars and Fifty cents (\$16.50) per square foot of the Floor Area of the Leased Premises, hereinafter (collectively, the "Basic Rent"). All amounts are exclusive of GST. For any period of less than one (1) month, the Basic Rent payable for that period shall be calculated on a *per diem* basis at a rate equal to 1/365 of the Basic Rent payable for the year.

5. **ADDITIONAL RENT/PROPORTIONATE SHARE**

5.1 For the purposes of this Lease "Proportionate Share" shall mean the fraction, the numerator of which is the Floor Area of the Leased Premises and the denominator of which is the Floor Area of all leasable space of the Building (measured in the same manner as Floor Area of the Leased Premises) to which any particular expenditure applies. The Tenant shall pay, without any variation, set-off, or deduction whatsoever, its Proportionate Share of all costs, charges, and expenses of or relating to the maintenance, repair, replacement, operation, and management of the Property (collectively, the "Operating Costs"). Operating Costs include, without duplication, but are not limited to, the following:

- (a) the Tenant's Proportionate Share of all real property, local improvement and school taxes, rates, and charges, charged, levied, or rated by any competent authority in respect of the Property and the cost of all appeals against increased assessments for the purpose of such taxes, rates, and charges;
- (b) the Tenant's Proportionate Share of all costs, charges and expenses of owning, maintaining, operating, repairing, replacing, administering, supervising, managing, and insuring (including liability and loss of rental insurance and all deductibles payable by the Landlord) the Property including without limitation, maintenance, cleaning, operation, and replacement of the heating, ventilating and air conditioning equipment, and the cost of maintenance, repairs or replacements made by the Landlord to the Leased Premises (including, without limitation, wiring, piping, lighting and plumbing fixtures, operating equipment, sprinkler, and heating, ventilation, and air conditioning systems), excluding (i) repairs and replacements to the extent the cost is recovered by the Landlord pursuant to any construction warranties; and (ii) replacements of a capital nature as determined by generally accepted accounting principles; and (iii) structural repairs. For the purposes of this Lease, "structural repairs" shall only include repairs to the structural elements of the roof (excluding the roof membrane), perimeter load bearing walls and foundations of the Building;
- (c) the Tenant's Proportionate Share of the cost of gas, oil, power, electricity, water, sewer, communications and any other utilities and services which are not separately metered, together with the direct cost of administering such utility services;
- (d) the Tenant's Proportionate Share of the cost of cleaning, snow removal, litter removal, landscaping, servicing, maintaining, operating, repairing, replacing, supervising, and policing the common areas of the Property (including the parking areas) and the costs of all supplies, labour, wages, and fees relating thereto;
- (e) the Tenant's Proportionate Share of depreciation or amortization of the costs of:
 - (i) operating maintaining, replacing, modifying, and repairing the Building (including, without limitation, the exterior, roof, and equipment of the Building);
 - (ii) providing, installing, modifying, and upgrading energy conservation equipment and systems, life safety and emergency response systems, materials and procedures and telecommunication systems and equipment;
 - (iii) making alterations, replacements or additions to the Building intended to reduce the costs relating to operating the Building, improving the operation of the Building and the systems, facilities and equipment serving the Building, or maintaining their operation;

if such costs have not been charged fully in the fiscal year in which they are incurred, as determined in accordance with sound accounting principles or practices as applied by the Landlord;

- (f) any value-added tax, business transfer tax, goods and services tax or similar multi-stage sales tax from time-to-time imposed by any governmental authority in Canada;
- (g) an administration fee equal to Fifteen percent (15%) of all Additional Rent payable by the Tenant pursuant to the terms of this Lease.

5.2 Operating Costs shall not include the following:

- (a) the Landlord's debt service costs;
- (b) Landlord's original cost of acquisition and construction of the Building and Leased Premises;
- (c) any expenditures by the Landlord that under generally accepted accounting principles are properly considered capital expenditures and which are not specifically referred to above under Section 5.1;
- (d) any cost resulting from any hazardous or toxic substance being found in the Building or Lands (excepting where caused by Tenant);
- (e) amounts collectible from other tenants in the Building or costs to lease or re-lease any premises in the Building; and
- (f) charges for insurance of any other tenant or any increase in insurance rates required as a result of the nature of the business carried on by any other tenant.

5.3 The Landlord will estimate the monthly Additional Rent payable by the Tenant for the next lease year, and the Tenant shall pay the monthly estimate of the Additional Rent on the first day of each month during the lease year concurrent with the payment of Basic Rent. The Landlord will provide the Tenant a statement of the actual Operating Costs for the previous lease year (the "Statement") within One Hundred Twenty (120) consecutive days following the end of each lease year (for clarity, the Landlord has the right to adopt a fiscal lease year other than on a calendar basis). Within Thirty (30) consecutive days following delivery of the Statement, the Landlord or Tenant (as the case may be) will make the appropriate adjusting payment as required in the Statement. The Tenant may inspect the records kept by the Landlord relating to the Statement at the Landlord's business office at any reasonable time upon Ten (10) consecutive days prior written notice but only so long as such notice by the Tenant is provided to the Landlord no later than Sixty (60) consecutive days following delivery of the Statement to the Tenant. In no event shall such inspection or planned inspection permit the Tenant to delay payment of Rent or Additional Rent or any other amounts owing by the Tenant to the Landlord pursuant to the terms of this Lease.

5.4 The Tenant acknowledges and agrees that it is intended that this Lease shall be a totally carefree, absolutely net Lease for the Landlord except as specifically otherwise set-out in this Lease. The Landlord shall not be responsible during the Term or any extension thereof for any costs of any nature whatsoever respecting the Leased Premises and the Tenant shall pay without any variation, deduction or set-off whatsoever, all costs relating to the Leased Premises, the Operating Costs as set-out above, and any other amounts owing by the Tenant to the Landlord pursuant to the terms of this Lease (collectively the "Additional Rent") and the Tenant covenants with the Landlord to make such payments as Rent. The term "Rent" as used in this Lease shall include all Basic Rent and Additional Rent.

5.5 The Tenant shall pay to the Landlord an amount equal to any and all goods and services taxes, sales taxes, value added taxes, or any other taxes imposed on the Landlord with respect to Rent payable by the Tenant to the Landlord under this Lease. Despite any other section in this Lease, the amount payable by the Tenant under this paragraph shall be deemed not to be Rent but the Landlord shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of Rent under this Lease.

6. SECURITY DEPOSIT

Before or upon execution of this Lease, the Tenant shall provide the Landlord with a security deposit of One Hundred Three Thousand Five Hundred Four dollars and Eighty

cents (\$103,504.80) (the "**Security Deposit**"), which Security Deposit is to be held without interest by the Landlord as security for the performance by the Tenant of its obligations under this Lease. The aforesaid sum includes goods and services tax. The Security Deposit shall be returned to the Tenant upon the expiry of this Lease, provided that the Tenant vacates the Leased Premises in good and substantial repair and condition, reasonable wear and tear excepted, by no later than the expiry date of this Lease and leaves the Leased Premises in accordance with the Tenant's obligations under the terms of this Lease, and provided that the Tenant has paid all amounts due to the Landlord under this Lease.

7. **PERMITTED USE**

The Leased Premises shall be used and occupied only for the purpose of offices, showrooms, lab space as well as assembly and manufacturing of the Tenant's technologies (the "**Permitted Use**"), and any other alternative use (the "**Alternative Use**") of the Leased Premises, provided that the Tenant obtains the Landlord's prior written approval for such Alternative Use and for no other purposes whatsoever. The Tenant shall actively and continuously operate its business from and utilize the whole of the Leased Premises throughout the whole of the Term for such Permitted Use or Alternative Use purposes in a reputable and diligent manner during the normal business hours and in accordance with rules and regulations designated or established by the Landlord from time-to-time.

8. **OVERHOLDING**

If the Tenant shall continue to occupy the Leased Premises after expiration of the Term, or any extensions thereof, without any further written agreement, the Tenant shall be a monthly tenant only at a monthly Rent equal to One Hundred Fifty percent (150%) of the Rent payable in the last month of the Term and on all of the same terms and conditions as are herein contained excepting as to the termination date.

9. **INTEREST AND LATE PAYMENT FEES**

The Tenant shall pay to the Landlord interest on all monies and arrears at the rate of Twelve percent (12%) per annum calculated and compounded monthly not in advance. For any Rent that is in arrears Five (5) consecutive days or more, a fee of One Hundred dollars (\$100.00) may be charged to the Tenant as Additional Rent for each month or months that the Rent is in arrears.

10. **DEFAULT AND REMEDIES**

In the event that:

- (a) the Tenant fails to pay any Rent or any other amount owing under this Lease when due, whether or not demanded by the Landlord; or
- (b) the Tenant defaults or fails to observe or perform any of its non-financial obligations under this Lease and the Tenant fails to rectify such Default within Fifteen (15) consecutive days of receipt of written notice from the Landlord with respect thereto (unless such failure is not reasonably capable of being rectified within such Fifteen (15) consecutive day period, in which case the Tenant shall be in Default if it fails to commence rectifying the Default within such Fifteen (15) consecutive day period or fails to thereafter diligently pursue rectification to completion); or
- (c) the Tenant makes a general assignment for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of or becomes subject to any statute that may be in force relating to bankrupt or insolvent debtors; or
- (d) any creditor seizes or takes control of the Tenant's property; or
- (e) the Tenant abandons or threatens to abandon the Leased Premises;

with subsections (a) through (e) above constituting an event of default (a "**Default**"), the Landlord, immediately and without prior notice being required, and without in any way restricting any of its other rights or remedies, may:

- (i) retain the Security Deposit and advance rent (if any) for its own use absolutely;
- (ii) terminate this Lease and re-enter into possession of the Leased Premises; and
- (iii) claim greater damages for breach of this Lease, in each of such cases without limiting any other rights or remedies available to the Landlord.

In addition to payment of the then current Rent, and without prejudice to the Landlord's right to claim greater damages, the Rent for the next ensuing Three (3) months shall immediately become due and payable and be deemed to be in arrears upon such Default, general assignment, bankruptcy, insolvency, or other event of Default.

All costs incurred by the Landlord in consequence of any Default by the Tenant including, without limitation, legal fees and disbursements on a solicitor and client full indemnity basis, shall be paid by the Tenant.

The Tenant waives all and every benefit that could or might have accrued to the Tenant under or by virtue of any law or statute providing for an exemption from distress. The Landlord may, at the Landlord's option, sell such goods and chattels as are seized by levy of distress, by way of private sale to the Landlord or any other party.

Distress may be levied against the goods and chattels of the Tenant wheresoever situate, and upon any other premises to which the same may have been removed, or wherever the same may be found.

All rights and remedies of the Landlord in connection with the Lease are cumulative and, where applicable, shall survive the early termination of this Lease or the expiration of the Term of this Lease.

All monies payable under this Lease shall be deemed to be Rent and collectible as such.

11. LANDLORD'S INSURANCE

The Landlord covenants and agrees to place and maintain, with respect to the Property:

- (a) Replacement Cost Insurance on the Building and leasehold improvements comprising the Property, subject to such deductions and exceptions as the Landlord may determine;
- (b) Rent Interruption Insurance in amounts such as would be carried by a prudent owner of similar property;
- (c) Commercial General Liability Insurance written on a comprehensive basis in an amount as would be carried by a prudent owner of similar property; and
- (d) Any and all other insurance required by the Landlord that a prudent owner of similar property would carry.

Notwithstanding the foregoing, the Landlord shall not be required to acquire or maintain any insurance with respect to any loss, injury, or damage against which the Tenant is required to insure pursuant to this Lease.

Notwithstanding any contribution by the Tenant to the Landlord's insurance placed pursuant to this Lease, no insurable interest is conferred upon the Tenant under any policies carried by the Landlord.

12. TENANT INSURANCE

During the Term of this Lease, the Tenant shall acquire and maintain Commercial General Liability Insurance for not less than Five Million dollars (\$5,000,000.00); All Risk Property Insurance, on a replacement cost basis on all of the Tenant's trade fixtures; Business Interruption Insurance; Tenant's Legal Liability Insurance (Broad Form); Boiler and Machinery Insurance (if applicable); Environmental Damage Insurance.

The Tenant's policies of insurance set-out above shall contain the following:

- (a) provisions that the Landlord is protected notwithstanding any act, neglect or

misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies, and further that such policies shall not be affected or invalidated by any act, omission, or negligence of any third party which is not within the knowledge or control of any insured(s);

- (b) provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Landlord, that any coverage carried by the Landlord may only be called upon on a difference in conditions or excess coverage basis, and that any such Landlord coverage shall inure to the sole benefit of the Landlord;
- (c) provisions that all of the Tenant's insurance as specified above shall provide for waiver of all insurer's rights of subrogation as against the Landlord and the Landlord's mortgagee and shall name the Landlord and the Landlord's mortgagee as an additional insured;
- (d) provisions that all policies of insurance carried by the Tenant shall not be cancelled or materially changed without the insurer or the Tenant providing the Landlord Thirty (30) consecutive days written notice stating when such cancellation shall become effective.

The Tenant shall further during the whole of the Term, and any extension thereof, maintain such other insurance in such amounts and in such sums as a Tenant acting reasonably shall purchase, or as the Landlord or the Landlord's mortgagees may reasonably determine from time-to-time. Evidence satisfactory to the Landlord of all such policies of insurance required to be obtained by the Tenant pursuant to this section shall be provided to the Landlord prior to the commencement of the Term, and the Tenant shall provide written evidence of the continuation of such policies not less than Ten (10) consecutive days prior to their respective expiration dates, and, in the absence of said satisfactory evidence of such coverage being provided, the Landlord may, but will not be obligated to, provide for the purchase of such insurance, the cost of which will be borne exclusively by the Tenant.

For certainty, in the event of any damage to the Building, or any part thereof, caused by the negligence or wilful act of the Tenant or anyone for whom the Tenant is at law responsible, the Tenant's legal liability insurance will be required to cover all costs relating to such damage. In the event that any such damage exceeds the value of the Tenant's legal liability insurance coverage and the Landlord's insurance is required to cover the balance, the Tenant will be responsible for paying the Landlord's insurance deductible(s) relating to such damage and any increase in the Landlord's insurance premiums relating to such damage.

13. INDEMNIFICATION

The Tenant hereby indemnifies and holds the Landlord harmless from and against any and all claims, demands, liabilities, and expenses, including legal fees on a solicitor and client full indemnity basis, arising from the Tenant's use of the Leased Premises or from any act permitted, or any omission to act, in or about the Leased Premises or the Property by the Tenant or its agents, employees, contractors, invitees or those for whom it is responsible in law, or from any breach or Default by the Tenant of this Lease, except to the extent caused by the Landlord's negligence or wilful misconduct. In the event that any action or proceeding shall be brought against the Landlord by reason of any such claim, the Tenant shall defend the same at the Tenant's sole expense by counsel reasonably satisfactory to the Landlord.

14. REPAIR

- (a) The Tenant shall at all times at its sole cost and expense keep or cause to be kept in good and substantial repair, order and condition, the whole of the Leased Premises, including, without limitation, all leasehold improvements, equipment, trade fixtures, fixtures and other facilities (including, without limitation, all wiring, piping, lighting and plumbing fixtures, operating equipment, sprinkler and heating, ventilation, and air conditioning systems) located on, in, under, above, or which directly serve the Leased Premises, and at the expiry or sooner termination of this Lease, the Tenant will peaceably surrender the Leased Premises in good and substantial repair and condition, reasonable wear and tear excepted. During the Term of this Lease the Tenant will complete and effect all necessary replacements,

repairs (excepting structural repairs), and maintenance in relation to the Leased Premises no matter the cause or reason giving rise to the need to complete repairs, negligence by the Landlord or its agents excepted. The Tenant will permit the Landlord and its agents or employees at any time, and on reasonable notice, to enter the Leased Premises for purposes of repair, renovation, or maintenance, which are the responsibility of the Landlord or can be completed by the Landlord, at its option, pursuant to the terms of this Lease.

- (b) If the Landlord determines, acting reasonably, that the Tenant is not adequately maintaining the Leased Premises in accordance with the provisions set-out above, or anywhere else in this Lease, then the Landlord may give the Tenant written notice of its intention to attend to such maintenance or repairs as necessary, and upon completion of such maintenance or repairs, the Tenant shall pay the Landlord's cost incurred plus Fifteen percent (15%) of the Landlord's costs for overhead and supervision, all as Additional Rent.
- (c) All leasehold improvements when installed, whether installed before or after the Tenant takes possession of the Leased Premises, in or on the Leased Premises become the property of the Landlord, without compensation to the Tenant. Notwithstanding the foregoing, and notwithstanding that the Landlord insures the leasehold improvements, the Tenant shall be exclusively responsible for the repair, replacement, operation, and maintenance of the leasehold improvements. Unless the Landlord specifically requires the Tenant to remove, the Tenant shall not remove any leasehold improvements from the Leased Premises. At the end of the Term, or any extensions thereof, the Tenant will, at its expense, remove the leasehold improvements that the Landlord has specifically required the Tenant to remove. The Tenant shall make good any damage caused to the Leased Premises or the Building by such installation or removal of the leasehold improvements, and the Tenant shall restore the Leased Premises or the Building to a condition of good and substantial repair.
- (d) At the end of the Term, or any renewal thereof, the Tenant will, at its expense, remove all furniture, furnishings, equipment (the "FFE"), and trade fixtures and make good any damage caused to the Leased Premises by such installation or removal, and restore the Leased Premises to a condition of good and substantial repair. If the Tenant does not remove any leasehold improvements, as required by the Landlord, or remove its FFE, the Landlord may, without liability on its part, without notice to the Tenant, enter the Leased Premises, and remove such items at the Tenant's expense, plus an administration charge of Fifteen percent (15%) of such amount, to be paid as Additional Rent.
- (e) At its sole cost, the Tenant shall undertake and complete all necessary repairs or replacements required to the Leased Premises, or the Property, as a result of damage occasioned to the Leased Premises, or the Property, by virtue of any break-in or attempted break-in to the Leased Premises.
- (f) The Tenant agrees to obtain the prior written approval of the Landlord prior to any work being completed in the Leased Premises.

15. **SIGNAGE**

The Tenant shall not erect, affix, install or maintain any signs, lettering, identification or any promotional or other written materials on the exterior of the Leased Premises, or within the Leased Premises if visible from the exterior of the Leased Premises (the "Signage"), without the prior written approval of the Landlord, such approval not to be unreasonably withheld, and such Signage must comply with building standards and with all municipal requirements. The Tenant shall be solely responsible for maintaining and repairing the Signage and for making good any such damage caused by the removal of the Signage at the expiry or earlier termination of this Lease.

16. **REGISTRATION AND ESTOPPEL CERTIFICATE**

- (a) The Tenant shall have the right to register a caveat respecting this Lease but not disclosing the Rent or other monetary provisions in the appropriate Land Titles Office but shall not be entitled to file or register this Lease. If the Tenant registers a caveat, the Tenant shall forthwith upon the request of the Landlord execute and deliver to the Landlord such partial discharges, consents and plans as may be

requested by the Landlord from time-to-time. If requested by the Landlord, the Tenant will sign, within Five (5) consecutive days of a request to do so by the Landlord, the "Tenant's Estoppel Certificate" in the form, or similar form, as set forth in Schedule "B".

- (b) The Tenant shall not under any circumstances permit any lien, writ, caveat, encumbrance or other charge (except for a lease caveat as set-out in Section 16(a) above) to be filed against the title to the Leased Premises or the Lands and in the event of the filing of such lien, writ, caveat, encumbrance or other charge, the Tenant shall forthwith, at the Tenant's sole cost and expense, cause the same to be discharged from the title at the land titles office immediately upon demand to do so by the Landlord.

17. **ALTERATIONS TO LEASED PREMISES**

The Tenant acknowledges that the Leased Premises are accepted "as-is, where-is" and all improvements are the responsibility of the Tenant.

18. **SUBORDINATION**

This Lease and any caveat which Tenant may file pursuant to Section 16 hereof relating thereto) shall be subordinate to every mortgage that now or at any time affects the Leased Premises. Following request from the Tenant, the Landlord will use reasonable commercial efforts to provide from the Landlord's mortgagee(s) non-disturbance agreement(s) (in the standard form required by the mortgagee(s)) in favour of the Tenant confirming that the Tenant's rights pursuant to this Lease will be honoured, providing the Tenant is not in Default under the terms of this Lease. The Tenant shall be responsible for any legal fees incurred by Landlord, respecting such non-disturbance agreement(s).

19. **ASSIGNMENT**

Neither this Lease, nor the Leased Premises, nor control or shares of the Tenant (if a corporation) shall be assigned, transferred, sublet or changed, nor shall anyone other than the Tenant be permitted to occupy the Leased Premises, in whole or in part, by any means whatsoever including, without limitation, operation of law (each of which act is hereinafter referred to as a "Transfer"), without the Landlord's prior written consent/approval, such consent/approval not to be unreasonably withheld.

Notwithstanding the foregoing, the Tenant will not require the Landlord's consent to a Transfer in the following circumstances:

- (a) an assignment of this Lease or a subletting of the whole of the Leased Premises to a parent, subsidiary, or affiliate of the Tenant; or
- (b) an assignment, sublet or transfer in connection with a merger, reorganization, or sale of a majority of the assets or share stock of Tenant or Tenant's parent company

(hereafter, collectively a "Pre-Approved Transfer").

Prior to affecting any Pre-Approved Transfer, the Tenant shall provide the Landlord with at least Fourteen (14) consecutive days prior written notice of the proposed Pre-Approved Transfer as well as the name of the transferee.

In the event of an approved Transfer or Pre-Approved Transfer by which the Tenant receives a rent in the form of cash, goods, or services from the transferee, which is greater than the Rent payable hereunder to the Landlord, the Tenant will pay any such excess to the Landlord in addition to all Rent payable under this Lease, and such excess Rent shall be deemed to be further Rent payable hereunder.

In the event of an approved Transfer or Pre-Approved Transfer, the Tenant shall not be relieved of any obligation under this Lease. Any attempted Transfer by the Tenant in violation of the terms and covenants of this section shall be void. The Tenant and the transferee shall execute all documents and acknowledgments in such form and content as may be required by the Landlord in relation to any approved Transfer or Pre-Approved Transfer. The Tenant shall be responsible for all of the expenses incurred by the Landlord in connection with the Landlord's review of any request for consent to a Transfer.

20. **UNAVOIDABLE DELAY**

In the event the Landlord is delayed in performance of its obligations hereunder by reason of causes beyond its control (the "Unavoidable Delay"), the time for performance shall be extended accordingly. If the Landlord has any obligation to complete Tenant improvements, it shall not be responsible for any delay in construction due to Unavoidable Delay.

21. **ENVIRONMENTAL WARRANTY**

The Tenant is liable to the Landlord for the release of any hazardous materials, substances, contaminants, pollutants, toxic gases or wastes (hereinafter referred to as "Pollutants") which were caused by the Tenant or anyone for whom the Tenant is at law responsible either prior to, on, or following the commencement of the Term which occurs on the Leased Premises and or the Property, and which might impair the quality of air, land or water, affect human health, or damage any plant, animal life, land, building or structure or which is otherwise in contravention of any environmental law. The Tenant covenants and agrees to ensure that all uses and activities on the Leased Premises are in compliance with all current and all future federal, provincial, and municipal laws and regulations, and/or any permits or authorizations granted thereunder. Without limiting the generality of the foregoing, the Tenant shall ensure compliance with all federal, provincial, and municipal environmental, health and safety laws. Any breaches of environmental or health and safety laws, past, present, or future, and any breaches of the Tenant's covenants herein, shall be resolved expeditiously by the Tenant to the Landlord's satisfaction. If the Tenant fails to resolve such breaches to the Landlord's satisfaction, the Landlord may rectify such breaches in its sole option. All expenses incurred by the Landlord, including legal expenses on a solicitor and client full indemnity basis and the costs of environmental tests, audits, reviews, remediation, and an administration fee in the amount of Fifteen percent (15%) of the aggregate of all such costs, shall be paid by the Tenant forthwith on demand and shall be collectible by the Landlord from the Tenant as Additional Rent. It is understood and agreed that the Landlord and/or its agent(s), including consultants, have the ongoing right to enter upon the Leased Premises, from time-to-time, so that it may carry out such environmental tests, audits and reviews as the Landlord considers necessary.

The Tenant shall promptly notify the Landlord in writing of any release of any Pollutants or any other occurrence or condition at the Leased Premises which could contaminate the Leased Premises or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under any federal, provincial, and municipal environmental, health and safety laws.

On the expiry or earlier termination of this Lease or at any time if required by any governmental authority pursuant to any federal, provincial and municipal environmental, health and safety laws, the Tenant shall remove from the Leased Premises all Pollutants released by the Tenant or any person for whom the Tenant is responsible for at law before or after the commencement of the Term, and the Tenant shall remediate any contamination of the Leased Premises or any adjacent properties or roads resulting from Pollutants, in either case, brought onto, used or released from the Leased Premises by the Tenant or any person for whom it is in law responsible before the commencement of the Term or during the Term of this Lease. The Tenant shall use a qualified environmental consultant to perform the remediation. The Tenant shall, at its own cost, obtain such approvals and certificates in respect of the remediation as are required under all federal, provincial, and municipal environmental, health and safety laws to evidence completion of the remediation satisfactory to the applicable governmental authority having jurisdiction. All such Pollutants shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Leased Premises.

The Tenant shall indemnify the Landlord and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation, cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all consulting and legal costs on a solicitor and client full indemnity basis and the cost of remediation of the Leased Premises and any adjacent properties and roads) arising from or in connection with any breach or non-compliance by the Tenant with the provisions in this Section 21.

The obligation of the Tenant to undertake clean-ups, to make repairs, obtain approvals and certificates, indemnify the Landlord or otherwise comply with the obligations under this Section 21 shall survive the expiry or earlier termination of this Lease.

22. NOTICE

All notices which may be given under the provisions of this Agreement will be in writing (a "Notice"), given pursuant to the Lease must be delivered by hand or email to the Landlord at the address set-out on page 1 of the Lease, and to the Tenant at the Leased Premises or the address set-out on page 1 of the Lease, or to such other address or email as the parties may direct in writing. Notice will be deemed to have been received immediately when hand delivered or transmitted via email, or if mailed, upon the Fifth (5th) business day following the date the Notice is mailed.

23. DESTRUCTION

In the event the Leased Premises is totally or partially destroyed by fire or other casualty, the Landlord, at its sole option, may terminate this Lease by notice in writing to the Tenant whereupon the Tenant shall immediately surrender the Leased Premises and all its interest therein to the Landlord. In the event the Landlord does not elect to terminate this Lease, the Landlord covenants to repair and restore the Leased Premises, provided that the Landlord shall only be required to repair and restore the Leased Premises to a condition similar to the condition the Leased Premises were in at the commencement of the Term and the Tenant shall be responsible to repair and restore all of the leasehold improvements to the condition they existed at the time of such destruction and to repair and restore all of the Tenant's trade fixtures, equipment, decorations or any other work done by the Tenant in the Leased Premises after the commencement of the Term. If the Leased Premises is rendered wholly unusable (as certified by the Landlord), then Rent shall abate for such period of time as the Leased Premises is unusable.

The Tenant agrees that in the event of damage or destruction to the Leased Premises or any part thereof covered by insurance carried by the Tenant, the Tenant shall use the proceeds of any such insurance for the purpose of repairing or restoring such damage or destruction, including the leasehold improvements. Provided however, in the event of damage to or destruction of the Leased Premises or the Building entitling the Landlord to terminate this Lease as set-out above, then, if the Leased Premises or any part thereof have been damaged or destroyed, the Tenant shall pay to the Landlord, or irrevocably assign to the Landlord, all of the Tenant's insurance proceeds relating to any leasehold improvements in the Leased Premises and if the Leased Premises have not been damaged or destroyed, the terms of Section 14 shall apply in relation to the delivery or removal of the leasehold improvements, in the Landlord's discretion.

24. REPRESENTATIONS

There are no representations or warranties made by the Landlord in any way related to this Lease, except those set forth herein.

25. GOVERNING LAWS

This Lease and any rules and regulations adopted hereunder shall be governed by the laws of the Province of Alberta.

26. ATTACHMENTS

The attached Schedules "A", "B", and "C", special clauses, riders, and appendices (if any) are all included and form part of this Lease. All of the terms and provisions contained in Schedule "C" shall be read in conjunction with the provisions of this Lease; however, in the event of any conflict between the terms of this Lease and anything set-out in Schedule "C", the terms and conditions in Schedule "C" shall prevail and supersede such conflicting provisions in this Lease only to the extent of such conflict.

27. CONFIDENTIALITY

The Tenant shall not disclose to any person, firm, partnership, corporation, or other legal entity, including any combination of them, the financial or any other terms of this Lease, except to its professional advisers, consultants, and auditors, if any, and except as required by law.

28. **QUIET ENJOYMENT**

Provided the Tenant duly, regularly, and punctually makes all payments of Rent and any other payments required to be made and paid under this Lease and has not defaulted and is not in Default under any of the terms of this Lease, the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord.

29. **SALE BY LANDLORD**

Should the Landlord convey or assign its interest in the Leased Premises or otherwise divest itself of its interest in the Leased Premises it shall be relieved of all obligations under this Lease.

30. **TIME OF THE ESSENCE**

Time shall be of the essence of this Lease, save as herein otherwise specified.

31. **EXECUTION**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the parties hereby adopt any signatures received electronically as original signatures of the parties.

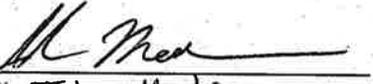
IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease Agreement as of the date first written above by the hands of their duly authorized officers.

YORK REALTY INC.
(Landlord)

Per: 
Name: Matthew Woolsey
Title: Authorized Signatory

I have authority to bind the corporation.

EXRO TECHNOLOGIES INC.
(Tenant)

Per: 
Name: John Meekison
Title: Chief Financial Officer

Per: _____
Name: _____
Title: _____

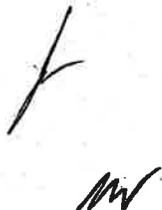
I/We have authority to bind the corporation.

SCHEDULE "A"
LEGAL DESCRIPTION OF LANDS AND PLAN OF LEASED PREMISES

CONDOMINIUM PLAN: 1811535

UNIT: 1

AND 5000 Undivided One Ten-Thousandth Shares in the Common Property Excepting Thereout
All Mines and Minerals

Handwritten signature or initials, possibly 'f' and 'MW', located in the bottom right corner of the page.

SCHEDULE "B"
TENANT'S ESTOPPEL CERTIFICATE

THE UNDERSIGNED, the Tenant in the Lease Agreement made between _____ as Landlord and the undersigned as Tenant dated the ___ day of ____, ____ (the "**Lease**") certifies to _____.

1. That the Tenant's obligation to pay Rent pursuant to the Lease commenced on _____ and expires on _____.
2. That the Lease has not been altered or amended since the time of execution and is in full force and effect in accordance with its original terms.
3. That the Leased Premises, measured as provided in the Lease, actually comprise an area of _____ square feet, more or less. For the period of _____, ____ to _____, ____, ____, the Basic Rent due pursuant to the Lease is \$_____ per annum (\$____ per square foot). For the period commencing the ___ day of _____, ____, the Basic Rent reserved pursuant to the lease is \$_____ per annum (\$____ per square foot).
4. The Tenant is in possession of the Leased Premises.
5. That the Lease requires that all expenses relating to the Leased Premises be paid by the Tenant and the Tenant is paying Basic Rent and all charges including without limitation the Additional Rent required to be paid pursuant to the Lease.
6. The amount of prepaid rent or security deposit held by the Landlord is _____.
7. That the Landlord has fulfilled its obligations under the Lease to the date hereof and the undersigned has no outstanding claims of any nature against the Landlord with respect to the Lease.
8. That there is no right of set-off against the Landlord in respect of the Lease or the rents payable by the Tenant thereunder.
9. That there is no credit of any nature in favour of the undersigned in respect of the Lease or money due to the undersigned from the Landlord in respect of the Lease, other than prepaid rent, if applicable, as outlined in paragraph 6 above.
10. That the Leased Premises leased to the undersigned pursuant to the Lease are in accordance with the Lease and the rent specified thereunder to be paid by the undersigned for the balance of the term of the Lease is payable in accordance with the terms of the Lease and the covenants and agreements under the Lease of the undersigned to the Landlord are all in full force and effect and will be fulfilled by the undersigned during the balance of the term of the Lease.

DATED at the City of _____, in the Province/State of _____, this ____ day of _____, 20__.

EXRO TECHNOLOGIES INC.

Per: _____

Name:

Title:

I have authority to bind the corporation.

SCHEDULE "C"
ADDITIONAL CLAUSES

(a) **PRE-AUTHORIZED DEBIT**

The Tenant will participate in the Landlord's pre-authorized payment plan (the "PAD Payment Plan"), whereby the Landlord will be authorized to debit the Tenant's bank account for Rent payable on the first day of each month (unless specified otherwise in the Lease) on a monthly basis. Accordingly, the Tenant will complete and deliver the Landlord's confidential pre-authorized debit form (the "PAD Form") as provided by the Landlord upon execution of this Agreement.

(b) **LANDLORDS WORK**

On or before the Commencement Date, the Landlord will complete the work outlined below at their sole cost and expense (the "Landlord's Work"):

- (i) Turnkey build-out of a Six Thousand (6,000) square feet +/- Office Area, defined herein.
- (ii) Installation of a suitable make-up air unit in the Warehouse Area, defined herein, and HVAC in the Office Area.
- (iii) All permit and design work, including the Tenant's Tenancy Change or Change of Use as required by the City of Calgary and other authorities. It is the Landlord's responsibility to secure all necessary permits and approvals required by the City of Calgary (the "Permits"), as they comply with the appropriate building codes and other applicable laws and regulations.
- (iv) Upgrade power to 1,200-Amps @ 600-Volts, with such specifications to be discussed and mutually agreed upon between the Landlord and the Tenant prior to commencement of the Joint Fixturing Period, defined herein.

(c) **JOINT FIXTURING PERIOD**

Provided: (i) this Lease has been fully executed; (ii) the Security Deposit is received in full; (iii) the PAD Form, defined herein, has been received; and (iv) the Landlord has received proof of satisfactory Tenant Insurance, the Landlord shall grant the Tenant access to the Leased Premises, subject to the Landlord's approval (not to be unreasonably withheld), on April 1, 2021, for the purposes of fixturing (the "Joint Fixturing Period"). During the Joint Fixturing Period, the Tenant shall be bound by all terms of the Lease, and all other charges due under the Lease, with the exception of the obligation to pay Basic Rent, Additional Rent, and utilities, and shall provide the Landlord with written confirmation that it has activated an account with the local utility provider, which account for utility services is to be active upon the Commencement Date herein. During the Joint Fixturing Period the Landlord and its' contractors will be working jointly in the space with the Tenant and its' contractors. The Tenant will abide by any site rules and regulations in-place, as required by the Landlord and its' contractors, and shall make appropriate plans so as not to interfere with the Landlord's completion of the Landlord's Work, defined herein. It is understood and agreed that the Landlord and the Tenant will work cooperatively during the Joint Fixturing Period, with all parties agreeing to act reasonably and in good faith.

(d) **TENANT'S WORK**

Notwithstanding the provisions of Section 17 herein, the Tenant's work shall consist of all improvements not specified as Landlord's Work, including but not limited to, all finishing, fixtures, architectural, electrical, mechanical, and plumbing work required for the completion of the Leased Premises for the Permitted Use and to equip the Leased Premises ready for occupancy and the conduct of business ("the "Tenant's Work"). Copies of all Permits, defined herein, plus the Tenant's improvement plans, are to be provided to the Landlord for their approval, acting reasonably, prior to the commencement of the Tenant's Work.

(e) **FREE RENT PERIODS**

Provided this Agreement is fully executed, and the Landlord has received proof of satisfactory Tenant's Insurance, the Landlord shall provide the Tenant with use of the Leased Premises free of Basic Rent for the following premises:

For Unit 1, 2 & 3:

Eight (8) months of the Term, to be specifically applied against Basic Rent due in the months of: (i) August 2021; (ii) September 2021; (iii) October 2021; (iv) November 2021; (v) December 2021; (vi) January 2022; (vii) February 2022; and (viii) March 2022 (the "**Unit 1, 2 & 3 Free Rent Period**").

For Unit 4:

Twenty (20) months of the Term, to be specifically applied against Basic Rent due in the months of: (i) August 2021; (ii) September 2021; (iii) October 2021; (iv) November 2021; (v) December 2021; (vi) January 2022; (vii) February 2022; (viii) March 2022; (ix) April 2022; (x) May 2022; (xi) June 2022; (xii) July 2022; (xiii) August 2022; (xiv) September 2022; (xv) October 2022; (xvi) November 2022; (xvii) December 2022; (xviii) January 2023; (xix) February 2023; and (xx) March 2023 (the "**Unit 4 Free Rent Period**").

During the: (a) Unit 1, 2, & 3 Free Rent Period; and (b) Unit 4 Free Rent Period, hereinafter (collectively, the "**Free Rent Period**"), Additional Rent and the cost of all utilities consumed within the Leased Premises, and any other fees or charges due under the Lease, shall continue to apply.

SCHEDULE "C"
ADDITIONAL CLAUSES

(a) PRE-AUTHORIZED DEBIT

The Tenant will participate in the Landlord's pre-authorized payment plan (the "**PAD Payment Plan**"), whereby the Landlord will be authorized to debit the Tenant's bank account for Rent payable on the first day of each month (unless specified otherwise in the Lease) on a monthly basis. Accordingly, the Tenant will complete and deliver the Landlord's confidential pre-authorized debit form (the "**PAD Form**") as provided by the Landlord upon execution of this Agreement.

(b) LANDLORDS WORK

On or before the Commencement Date, the Landlord will complete the work outlined below at their sole cost and expense (the "**Landlord's Work**");

- (i) Turnkey build-out of a Six Thousand (6,000) square feet +/- Office Area, defined herein.
- (ii) Installation of a suitable make-up air unit in the Warehouse Area, defined herein, and HVAC in the Office Area.
- (iii) All permit and design work, including the Tenant's Tenancy Change or Change of Use as required by the City of Calgary and other authorities. It is the Landlord's responsibility to secure all necessary permits and approvals required by the City of Calgary (the "**Permits**"), as they comply with the appropriate building codes and other applicable laws and regulations.
- (iv) Upgrade power to 1,200-Amps @ 600-Volts, with such specifications to be discussed and mutually agreed upon between the Landlord and the Tenant prior to commencement of the Joint Fixturing Period, defined herein.

(c) JOINT FIXTURING PERIOD

Provided: (i) this Lease has been fully executed; (ii) the Security Deposit is received in full; (iii) the PAD Form, defined herein, has been received; and (iv) the Landlord has received proof of satisfactory Tenant Insurance, the Landlord shall grant the Tenant access to the Leased Premises, subject to the Landlord's approval (not to be unreasonably withheld), on April 1, 2021, for the purposes of fixturing (the "**Joint Fixturing Period**"). During the Joint Fixturing Period, the Tenant shall be bound by all terms of the Lease, and all other charges due under the Lease, with the exception of the obligation to pay Basic Rent, Additional Rent, and utilities, and shall provide the Landlord with written confirmation that it has activated an account with the local utility provider, which account for utility services is to be active upon the Commencement Date herein. During the Joint Fixturing Period the Landlord and its' contractors will be working jointly in the space with the Tenant and its' contractors. The Tenant will abide by any site rules and regulations in-place, as required by the Landlord and its' contractors, and shall make appropriate plans so as not to interfere with the Landlord's completion of the Landlord's Work, defined herein. It is understood and agreed that the Landlord and the Tenant will work cooperatively during the Joint Fixturing Period, with all parties agreeing to act reasonably and in good faith.

(d) TENANT'S WORK

Notwithstanding the provisions of Section 17 herein, the Tenant's work shall consist of all improvements not specified as Landlord's Work, including but not limited to, all finishing, fixtures, architectural, electrical, mechanical, and plumbing work required for the completion of the Leased Premises for the Permitted Use and to equip the Leased Premises ready for occupancy and the conduct of business ("the "**Tenant's Work**"). Copies of all Permits, defined herein, plus the Tenant's improvement plans, are to be provided to the Landlord for their approval, acting reasonably, prior to the commencement of the Tenant's Work.

(e) FREE RENT PERIODS

Provided this Agreement is fully executed, and the Landlord has received proof of satisfactory Tenant's Insurance, the Landlord shall provide the Tenant with use of the Leased Premises free of Basic Rent for the following premises:

For Unit 1, 2 & 3:

Eight (8) months of the Term, to be specifically applied against Basic Rent due in the months of: (i) August 2021; (ii) September 2021; (iii) October 2021; (iv) November 2021; (v) December 2021; (vi) January 2022; (vii) February 2022; and (viii) March 2022 (the "**Unit 1, 2 & 3 Free Rent Period**").

For Unit 4:

Twenty (20) months of the Term, to be specifically applied against Basic Rent due in the months of: (i) August 2021; (ii) September 2021; (iii) October 2021; (iv) November 2021; (v) December 2021; (vi) January 2022; (vii) February 2022; (viii) March 2022; (ix) April 2022; (x) May 2022; (xi) June 2022; (xii) July 2022; (xiii) August 2022; (xiv) September 2022; (xv) October 2022; (xvi) November 2022; (xvii) December 2022; (xviii) January 2023; (xix) February 2023; and (xx) March 2023 (the "**Unit 4 Free Rent Period**").

During the: (a) Unit 1, 2, & 3 Free Rent Period; and (b) Unit 4 Free Rent Period, hereinafter (collectively, the "**Free Rent Period**"), Additional Rent and the cost of all utilities consumed within the Leased Premises, and any other fees or charges due under the Lease, shall continue to apply.

Handwritten signature and initials in black ink, located in the bottom right corner of the page.

FIRST LEASE AMENDING AGREEMENT

THIS FIRST LEASE AMENDING AGREEMENT is made as of April 20, 2021 (the "Agreement")

BETWEEN:

YORK REALTY INC.
(hereinafter called the "Landlord")
#1622, 10303 Jasper Avenue NW
Edmonton, AB T5J 3N6
Tel: 780.421.4000
Email: info@yorkrealty.ca

-and-

EXRO TECHNOLOGIES INC.
(hereinafter called the "Tenant")
12-21 Highfield Circle SE
Calgary, AB T2G 5N6
Tel: 604.674.7746
Email: info@exro.com

WHEREAS by a lease dated February 23, 2021 (the "Lease"), the Landlord leased to the Tenant a portion of the premises municipally described as Units 1, 2, 3 & 4, 7340 – 64 Street SE, Calgary, AB the "Leased Premises") and legally described as Plan 8222828, Block 5, Lot 15 (the "Property"), which Leased Premises contain Thirty-Six Thousand Nine Hundred Sixty-Six (36,966) square feet, more or less, (the "Floor Area of the Leased Premises"), for a Term expiring on October 31, 2031, on the terms more particularly set-out in the Original Lease.

AND WHEREAS the Original Lease, and this First Amending Agreement are hereafter collectively referred to as (the "Lease").

AND WHEREAS effective April 19, 2021 the parties have now agreed to amend the Original Lease on the terms and conditions set-out below (the "Effective Date").

NOW THEREFORE in consideration of the Leased Premises and the mutual covenants, agreements and conditions herein contained, the parties agree as follows:

1. **GENERAL**

The recitals and schedules are incorporated into and form a part hereof. All words and expressions used in this Agreement, unless there is something in the subject matter or context inconsistent therewith, will have the same meaning ascribed to them in the Original Lease.

2.. **BASIC RENT**

Upon the Effective Date herein, Section 5 of the Original Lease is hereby deleted in its entirety and replaced with the following:

"BASIC RENT

The Tenant will pay without any variation, set-off, or deduction whatsoever, payable in advance on the first day of each month during the Term as follows:

For the period from August 1, 2021 to and including July 31, 2026 (as may be adjusted pursuant to a change in the Commencement Date pursuant to Schedule "D"), the annual sum of Six Hundred Twenty-Three Thousand Nine Hundred and Eighty-Six dollars and Eight cents (\$623,986.08), payable in equal, consecutive monthly instalments of Fifty-One Thousand Nine Hundred and Ninety-Eight dollars and Eighty-Four cents (\$51,998.84) per month, based upon an annual rate of Nine dollars and Sixty-One cents (\$16.88) per square foot of the Floor Area of the Leased Premises (rounding excepted);

For the period from August 1, 2026 to and including July 31, 2031, the annual sum of Six Hundred Forty-Two Thousand Four Hundred and Sixty-Nine dollars and Eight cents. (\$642,469.08), payable in equal, consecutive monthly instalments of Fifty-Three

Thousand Five Hundred and Thirty-Nine dollars and Nine cents (\$17.38) per square foot of the Floor Area of the Leased Premises (rounding excepted); and

All amounts are exclusive of GST and are subject to rounding. For any period of less than one (1) month, the Basic Rent payable for that period shall be calculated on a *per diem* basis at a rate equal to 1/365 of the Basic Rent payable for the year."

3. **ROOFTOP SOLAR ARRAY**

In consideration of the covenants set-out herein, the Landlord has agreed to construct and install on the Building a Solar Array, defined herein, generally in accordance with the specifications more particularly set-out in Schedule "A" hereto. Subject to Unavoidable Delay (as defined in the Lease), the Landlord shall use reasonable commercial efforts to complete such installation on or before October 31, 2021 (the "Installation Date"). Throughout the Term, the Solar Array, together with all appurtenances thereto, shall remain the property of the Landlord and the ongoing maintenance of the Solar Array will be the responsibility of the Landlord. The Landlord may include any costs of such ongoing maintenance (excluding any latent defects or warranties available to the Landlord) in Operating Costs. The Landlord will remain liable, including for any costs and or expenses, for any and all damages caused to the Building and Lands from the construction and installation of the Solar Array and will also be liable for any damage, including all resulting costs and expenses, to any of the Tenant's goods, equipment, or inventory, and or improvements, as well as to any business losses attributed to any issues directly arising from the construction, installation, operation, malfunction or defect of the Solar Array.

5. **PRE-AUTHORIZED DEBIT**

If the Tenant is not currently a participant in the Landlord's pre-authorized payment plan (the "PAD Payment Plan"), upon the Effective Date herein, the Tenant will participate in the PAD Payment Plan, whereby the Landlord will be authorized to debit the Tenant's bank account for Rent payable on the first day of each month (unless specified otherwise in the Lease) on a monthly basis. Accordingly, the Tenant will complete and deliver the Landlord's confidential pre-authorized debit form (the "PAD Form") as provided by the Landlord upon execution of this Agreement.

6. **SECURITY DEPOSIT**

The Security Deposit existing on file of Seventy-Eight Thousand Six Hundred Forty-Eight dollars and Eighty-Three cents (\$78,648.83) (the "Security Deposit") will continue to be held by the Landlord during the entirety of the Term for security of the performance of the Tenant under the terms of the Lease.

7. **RATIFICATION OF ORIGINAL LEASE AND EXECUTION**

Except where hereby amended, the parties hereto confirm and ratify all provisions of the Original Lease. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the parties adopt any signatures received electronically as original signatures of the parties.

8. **NOTICES**

All notices which may be given under the provisions of this Agreement will be in writing and will be sufficiently given if sent by mail or personally delivered to a party (a "Notice"), as follows:

To the Landlord at:
2030221 ALBERTA LTD. c/o York Realty Inc.
#1622, 10303 Jasper Avenue NW
Edmonton, AB T5J 3N6

Attention: Chief Operating Officer

To the Tenant at:
EXRO TECHNOLOGIES INC.
12 – 21 Highfield Circle SE
Calgary, AB T2G 5N6

Attention: Sue Ozdemir

or to such other address or email as the parties may direct in writing. Notice will be deemed to have been received immediately when hand delivered or transmitted via email, or if mailed, upon the Fifth (5th) business day following the date the Notice is mailed.

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

YORK REALTY INC.
(Landlord)

Per: _____

Name: _____

Title: _____

Glenn Woolsey
CEO

I have authority to bind the corporation.

EXRO TECHNOLOGIES INC.
(Tenant)

Per: _____

Name: _____

Title: _____

Ben Kim
VP Finance

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

SCHEDULE "A"
PLAN AND SPECIFICATIONS OF SOLAR ARRAY

SCOPE OF WORK:

The Landlord will design, supply, and install a solar photovoltaic array on the building roof, including all design and engineering services, construction, and equipment required for a complete and functioning system. The array will be rated 149kWac and will be constructed using materials approved for use in Canada including a ballasted racking system. The system will be string inverter based and will feed directly into the Tenant's MDP at 600Vac, 3 phase. The system will be electronically monitored for energy production and system alerts.

The Landlord will ensure that adequate precautions are taken during the installation of the Solar Array so that it does not compromise the existing building structure, roof membrane or other assemblies. Preliminary approval for the system installation has been obtained from the structural engineer and roofing installer, based on standard details and methods. Installation and final cost of the Solar Array is subject to final approval by structural engineer and roofer, as well as coordination with mechanical systems.

The following warranties will be available on the building:

- System: 1-year installation warranty provided by the Landlord (through the Landlord's contractor)
- Solar Modules (panels): Ten (10) year manufacturers warranty, and Twenty-Five (25) year limited production warranty
- Racking: Ten (10) year warranty
- Inverter: Ten (10) year limited warranty

SECOND LEASE AMENDING AGREEMENT

This agreement dated the 22 day of October, 2021 (this "**Amending Agreement**")

BETWEEN:

YORK REALTY INC.
(the "**Landlord**")

and

EXRO TECHNOLOGIES INC.
(the "**Tenant**")

RECITALS:

- (A) By a lease dated February 23, 2021 (the "**Original Lease**"), as amended by a First Lease Amending Agreement dated April 20, 2021 (the "**First Amending Agreement**"; and the Original Lease, as amended by the First Amending Agreement is hereinafter referred to as the "**Lease**"), the Landlord leased to the Tenant the Leased Premises (as such term is defined and described in the Lease).
- (B) The parties have agreed to amend the Lease on the terms and conditions set out below.

IN CONSIDERATION of the rent and the covenants contained herein and in the Lease, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. DEFINITIONS

All words and expressions used in this Amending Agreement (including in the recitals hereof), unless otherwise defined, shall have the meaning ascribed to them in the Lease.

2. BASIC RENT

The parties wish to clarify that Section 2 of the First Amending Agreement erroneously referred to an amendment of Section 5 of the Original Lease when it should have referred to Section 4 of the Original Lease with the heading "Basic Rent" and contained typographical errors.

For certainty, the parties hereby acknowledge and agree that Section 4 of the Original Lease with the heading "Basic Rent", as amended by Section 2 of the First Amending Agreement, is hereby deleted in its entirety and replaced with the following:

"4. BASIC RENT

The Tenant shall pay without any variation, set-off, or deduction whatsoever, payable in advance on the first day of each month during the Term as follows:

For the period from August 1, 2021 to and including July 31, 2026, the annual sum of \$623,986.08, payable in equal, consecutive monthly instalments of \$51,998.84

per month, based upon an annual rate of \$16.88 per square foot of the Floor Area of the Leased Premises;

For the period from August 1, 2026 to and including July 31, 2031, the annual sum of \$642,469.08, payable in equal, consecutive monthly instalments of \$53,539.09 per month, based upon an annual rate of \$17.38 per square foot of the Floor Area of the Leased Premises

(hereinafter, collectively, the "**Basic Rent**").

All amounts are exclusive of GST. For any period of less than one (1) month, the Basic Rent payable for that period shall be calculated on a *per diem* basis at a rate equal to 1/365 of the Basic Rent payable for the year."

3. FREE RENT PERIODS

The parties agree that paragraph (e) of Schedule "C" to the Lease is hereby deleted in its entirety and replaced to read as follows:

"(e) FREE RENT PERIODS

For the purposes of this clause and the Free Rent Period (defined below), the Landlord and the Tenant hereby deem that Unit 1, 2 & 3 comprise an approximate floor area of 27,726 square feet, more or less ("**Unit 1, 2 & 3 Floor Area**") and Unit 4 comprises an area of 9,240 square feet, more or less ("**Unit 4 Floor Area**").

Provided this Agreement is fully executed, and the Landlord has received proof of satisfactory Tenant's Insurance, the Landlord shall provide the Tenant with use of the Leased Premises free of Basic Rent for the following premises:

For Unit 1, 2 & 3:

Eight (8) months of the Term, to be specifically applied against Basic Rent due in the months of: (i) August 2021; (ii) September 2021; (iii) October 2021; (iv) November 2021; (v) December 2021; (vi) January 2022; (vii) February 2022; and (viii) March 2022 (the "**Unit 1, 2 & 3 Free Rent Period**").

Notwithstanding the Unit 1, 2 & 3 Free Rent Period described above or anything to the contrary contained in the Lease, the Tenant will pay, during the months of November 2021, December 2021, January 2022, February 2022 and March 2022 (the "**Unit 1, 2 & 3 Adjusted Free Rent Period**"), without any variation, set-off, or deduction whatsoever, payable in advance on the first day of each month of the Unit 1, 2 & 3 Adjusted Free Rent Period, the annual sum of \$24,398.88, payable in equal, consecutive monthly instalments of \$2,033.24 per month, based upon an annual rate of \$0.88 per square foot of the Unit 1, 2 & 3 Floor Area.

For Unit 4:

Twenty (20) months of the Term, to be specifically applied against Basic Rent due in the months of: (i) August 2021; (ii) September 2021; (iii) October

2021; (iv) November 2021; (v) December 2021; (vi) January 2022; (vii) February 2022; (viii) March 2022; (ix) April 2022; (x) May 2022; (xi) June 2022; (xii) July 2022; (xiii) August 2022; (xiv) September 2022; (xv) October 2022; (xvi) November 2022; (xvii) December 2022; (xviii) January 2023; (xix) February 2023; and (xx) March 2023 (the "**Unit 4 Free Rent Period**").

Notwithstanding the Unit 4 Free Rent Period described above or anything to the contrary contained in the Lease, the Tenant will pay, during the months of November 2021, December 2021, January 2022, February 2022, March 2022, April 2022, May 2022, June 2022, July 2022, August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023 and March 2023 (the "**Unit 4 Adjusted Free Rent Period**"), without any variation, set-off, or deduction whatsoever, payable in advance on the first day of each month of the Unit 4 Adjusted Free Rent Period, the annual sum of \$8,131.20, payable in equal, consecutive monthly instalments of \$677.60 per month, based upon an annual rate of \$0.88 per square foot of the Unit 4 Floor Area.

All amounts are exclusive of GST. During the entirety of: (a) the Unit 1, 2 & 3 Free Rent Period; and (b) the Unit 4 Free Rent Period, hereinafter (collectively, the "**Free Rent Period**"), Additional Rent and the cost of all utilities consumed within the Leased Premises, and any other fees or charges due under the Lease, shall continue to apply.

For certainty, the parties acknowledge that Basic Rent is payable on the Unit 1, 2 & 3 Floor Area during the months of April 2022, May 2022, June 2022, July 2022, August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023 and March 2023, together with Additional Rent and the cost of all utilities consumed within the Leased Premises, and any other fees or charges due under the Lease."

4. SECURITY DEPOSIT

The parties acknowledge that the Landlord is currently holding the Security Deposit in the amount of \$103,504.80 pursuant to the terms of the Lease.

5. GENERAL

- 4.1 Except as amended hereby, the parties hereto confirm and ratify all provisions of the Lease. Time remains of the essence.
- 4.2 This Amending Agreement may be executed by the parties in separate counterparts and delivered by facsimile or PDF electronic transmission, each of which so executed and delivered will be deemed an original and all such counterparts will together constitute one and the same instrument.

[Signatures follow.]

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement with effect as of the date first written above by the hands of their authorized officers.

YORK REALTY INC.

Per: 
I have the authority to bind the Corporation

EXRO TECHNOLOGIES INC.

DocuSigned by:
Per:  John Meekison
I have the authority to bind the Corporation

First Report of FTI Consulting Canada Inc.,
In its capacity as Receiver of Exro Technologies Inc., DPM Technologies Inc., and Cellex Energy Inc.

Appendix “C” – Assigned Agreements

Highfield Facility Lease Agreement

WAREHOUSE LEASE

Between

BURNSWEST PROPERTIES LTD.

as Landlord

AND

EXRO TECHNOLOGIES INC.

as Tenant

Building: BURNSWEST Business Centre
21 Highfield Circle SE, Calgary, Alberta

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THIS LEASE, dated January 22, 2020, is made by the Landlord and the Tenant named in it who, in consideration of the rents, covenants and agreements contained in this Lease, covenant and agree as follows:

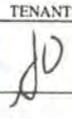
**ARTICLE 1
BASIC TERMS**

1.1 Basic Terms

- | | | | |
|-----|-------|----------------------------|--|
| (a) | (i) | Landlord: | BURNSWEST Properties Ltd. |
| | (ii) | Address of Landlord: | Suite 106, 155 Glendeer Circle SE
Calgary, AB T2H 2S8
Attention: Property Manager |
| (b) | (i) | Tenant: | Exro Technologies Inc. |
| | (ii) | Address of Tenant: | 2300 -1177 W. Hastings St.
Vancouver, B.C. V6E 2K3
Attention: Sue Ozdemir, CEO |
| (c) | (i) | Indemnifier (if any): | N/A |
| | (ii) | Address of Indemnifier: | N/A |
| | (iii) | Indemnity Provisions: | N/A |
| (d) | (i) | Building: | 21 Highfield Circle SE Calgary, Alberta |
| | (ii) | Project, if applicable: | N/A |
| | (iii) | Lands: | Plan 9711676, Lots 16 to 19 inclusive excepting thereout all mines and minerals |
| (e) | | Premises: | Bays #12 & #14 in the Building approximately as shown outlined on Schedules "A1" and "A2" |
| (f) | | Rentable Area of Premises: | Approximately 6,535 square feet |
| (g) | (i) | Term: | Five (5) Lease Years |
| | (ii) | Commencement Date: | The earlier of:

(A) September 1, 2022; and

(B) the date the Tenant commences business from the Premises. |
| | (iii) | Expiry Date: | August 31, 2027 (provided that if the Commencement Date does not occur on the date set forth in Section 1.1(g)(ii)(A), the Expiry Date shall be the date which results in the Term including Five (5) Lease Years) |
| (h) | (i) | Fixturing Period: | N/A |
| | (ii) | Fixturing Date: | N/A |
| (i) | | Basic Rent: | |
| | | Lease Year | (i) Per Sq. Ft./Year |
| | | (ii) Per Year | (iii) Per Month |
| | | 1 through 5 inclusive | \$12.50 |
| | | | \$81,687.50 |
| | | | \$6,807.29 |
| (j) | (i) | Rent Deposit: | N/A |
| | (ii) | Security Deposit: | \$7,000.00 to be paid prior to commencement of this Lease |

INITIALS	
LANDLORD	TENANT
	

- (k) Improvement Allowance: N/A
- (l) Extension Term: N/A
- (m) Permitted Use: The Premises shall be used for general office, showroom and lab space for a technology company.
- (n) Parking Stalls: Six outdoor reserved stalls in close proximity to the front of the Premises.

**ARTICLE 2
SPECIAL PROVISIONS**

2.1 Landlord's Work

The Landlord shall perform the following work (the "Landlord's Work") in the Premises:

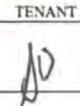
It is hereby agreed that the Premises are leased on an "as is" basis. There are no representations or warranties concerning the Premises except as contained herein.

2.2 Fixturing Period

Provided this Lease has been duly executed and delivered by the Landlord and the Tenant, the Tenant shall have non-exclusive access to the Premises during the Fixturing Period for the purposes of completing the Tenant's Work and for no other purpose on and subject to the provisions of this Lease. Notwithstanding anything to the contrary, if the Landlord gives written notice to the Tenant that the Premises are not ready for commencement of the Tenant's Work by the Fixturing Date, this Lease shall remain in full force and effect and the Fixturing Date shall be extended to the date that the Landlord gives written notice to the Tenant that the Premises are ready for commencement of the Tenant's Work and, unless such delay in the Fixturing Date is due to any Tenant Delay, the Commencement Date and the Expiry Date shall be extended by the same period, provided that in no event shall the Landlord have any liability to the Tenant in connection with any delay of any such dates. If the Premises are not ready for commencement of the Tenant's Work due to Tenant Delay, the Fixturing Date shall be extended to the date that the Premises are ready for commencement of the Tenant's Work, but the Commencement Date shall not be extended and the Fixturing Period shall be shortened accordingly. During any Fixturing Period the Tenant shall observe and perform all terms of this Lease (including the Tenant's obligations to pay for all utilities and services), but shall not be obligated to pay Basic Rent, the Tenant's share of Property Taxes or the Tenant's Proportionate Share of Operating Costs.

2.3 Tenant's Work

- (a) The "Tenant's Work" shall consist of the installation and construction of any and all alterations, improvements, Leasehold Improvements, fixtures, equipment, trade fixtures, furnishings and additions to or in the Premises, other than the Landlord's Work, which are necessary or desirable for the Tenant to properly conduct its business or trade at, from or upon the Premises. The Tenant shall, at its own risk and expense, cause to be completed in a good and workmanlike manner, the Tenant's Work prior to the Commencement Date in accordance with this Lease including, without limitation, Section 9.2.
- (b) On the Fixturing Date, the Tenant shall accept and take occupation of the Premises in "as-is" condition with no obligation of the Landlord to provide any improvements or alterations other than the Landlord's Work, if any, set out in Section 2.1.
- (c) Prior to the Landlord granting occupation of the Premises for the Tenant's Work or any other purpose, the Tenant shall execute and deliver this Lease in form satisfactory to the Landlord and provide evidence to the Landlord that the Tenant has complied with Section 9.2 and, if requested by the Landlord, shall provide a status statement pursuant to Section 13.3. The Tenant shall be bound by and observe and perform all of its obligations and covenants under this Lease, and shall commence paying Rent on the Commencement Date, notwithstanding that the Tenant may not be entitled to occupation or possession of the Premises due to any Tenant Delay and, without limiting any rights or remedies of the Landlord if the Tenant fails or due to any Tenant Delay is not entitled to take occupation and possession of the Premises when originally scheduled hereunder, at the Landlord's option the Tenant shall be deemed to have accepted and taken possession and occupation of the Premises on the Commencement Date.
- (d) Without limiting any other reasons for refusing to approve any Tenant's Work or Alterations, the Landlord may refuse to approve any Tenant's Work or Alterations which may:
 - (i) impede the progress of construction and completion of the Landlord's Work or do not confirm to permits or would require alterations of permits or permit applications; or

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- (ii) adversely affect the structure, design, performance, appearance, strength or quality of the Project or the Premises or any part thereof.
- (e) The Landlord and its contractors, agents and employees shall have an irrevocable license following the Commencement Date to enter the Premises to complete any deficiencies in respect of the Landlord's Work.

2.4 Improvement Allowance

Provided the Required Conditions are met, the Landlord shall pay or credit to the Tenant the Improvement Allowance, if any, set forth in Section 1.1(k) subject to the provisions of this Section. The Improvement Allowance will be paid towards all costs of Leasehold Improvements incurred by the Tenant. Subject to the provisions hereof, the Improvement Allowance shall be paid or credited within thirty (30) days after the later of the date that:

- (a) the Tenant has supplied the Landlord with evidence satisfactory to the Landlord, acting reasonably, of the actual cost of any Leasehold Improvements, if any, installed by the Tenant as part of the Tenant's Work and that the Tenant's Work has been completed in accordance with this Lease and paid for in full by the Tenant; and
- (b) the Tenant has supplied the Landlord with a statutory declaration declared by a duly authorized officer of the Tenant stating that the lien holdback periods, as set out in the Builders' Lien Act (Alberta), for all work, labour and materials provided to the Premises in connection with the installation of Leasehold Improvements by the Tenant, if any, as part of the Tenant's Work have expired and that there is no builder's lien, certificate of lis pendens, notice of security interest in fixtures or other encumbrance relating to work, labour or materials provided to the Premises by or on behalf of the Tenant or its contractors filed or registered against the interest of the Landlord or any other person in the Project or the Lands.

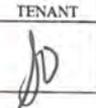
If the Lease is terminated as a result of any Event of Default, the Tenant shall repay to the Landlord an amount equal to the full amount of the Improvement Allowance which the Landlord has advanced or credited to the Tenant.

2.5 Broker's Commissions

The Tenant warrants that it has not dealt with any agent or broker representing or purporting to represent the Landlord in connection with its leasing of the Premises except as disclosed in writing to the Landlord prior to the date hereof. Any brokerage fees or commissions of the Tenant shall be paid by the Tenant, other than commissions which the Landlord has agreed in writing to pay.

2.6 Option to Extend

- (a) Option to Extend. If an Extension Term is specified herein, provided that the Required Conditions have been satisfied and the Tenant gives the Landlord not less than 9 months and not more than 12 months Notice prior to the expiration of the initial Term of the exercise of this option, then the Tenant shall have the option to extend the initial Term in respect of the whole of the Premises for a single additional Extension Term as set forth in Section 1.1(l) on the same terms and conditions as set out in the Lease, subject to the exceptions set forth in Section 2.6(b) below.
- (b) Terms of Extension. If the Tenant exercises the right to extend the Term for the Extension Term, in accordance with Section 2.6(a), the following shall apply in respect of the Extension Term:
 - (i) the Basic Rent shall be the Market Rent, provided that in no event shall the Basic Rent be less than the rate of Basic Rent payable in the immediately preceding year prior to the commencement of the Extension Term. The "Market Rent" for the Extension Term shall mean the market rate as at the commencement of the Extension Term for a term of the same duration for similar improved premises in the Building and in similar buildings in similar locations in Calgary, Alberta as designated by the Landlord, acting reasonably;
 - (ii) if the Landlord and the Tenant do not agree on the Market Rent at least 90 days prior to the start of the Extension Term (the "Agreement Date"), the Market Rent shall be determined in accordance with the provisions of Section 2.6(c);
 - (iii) the Tenant shall accept the Premises on an "as is" basis with no Landlord's Work, Fixturing Period, Improvement Allowance or other allowance, rent free period or other inducements of any nature and the Tenant shall not be entitled to elect to require the Landlord to perform any Tenant's Work;
 - (iv) there shall be no further right to extend the Term; and
 - (v) at the option of the Landlord, the parties shall either enter into an extension agreement in the Landlord's standard form or shall enter into a new lease on the Landlord's then standard form of lease for the Building, amended to reflect the material changes of a non-financial nature negotiated to the Lease.

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If the Tenant fails to give the appropriate Notice within the time limit required for extending the Term, then this option to extend shall be null and void and of no further force or effect.

- (c) **Determination of Market Rent:** In the event that the parties are unable to agree on the Market Rent for the Extension Term on or before the Agreement Date, then the parties shall proceed as follows:
- (i) at any time following the Agreement Date, either the Landlord or the Tenant may, by Notice to the other, appoint an independent and qualified person (who shall, without limitation, be knowledgeable in respect of leasing and other real estate matters in the market in which the Premises is located) to determine the Market Rent;
 - (ii) within ten days following an appointment under (i), the other party shall appoint an independent and similarly qualified person to determine the Market Rent, failing which the Market Rent shall be determined by the appointee of the party that has made an appointment and given the required Notice;
 - (iii) within 20 Business Days following the date on which the identity of either the single appointee or the two appointees has been ascertained, either the appointee or appointees, as the case may be, shall determine the Market Rent and each party, or the party making the only appointment, as the case may be, shall give Notice of the determination made by its appointee to the other;
 - (iv) if the appointee of either party fails to make such determination, or if either party fails to give Notice to the other party of the determination of Market Rent within the time limit as aforesaid, the determination of Market Rent made by the appointee of the other party shall govern;
 - (v) if the determinations of the Market Rent by the two appointees differ by less than ten percent, then the Market Rent shall be the average of the two determinations;
 - (vi) if the determinations of the Market Rent by the two appointees differ by ten percent or more, then the two appointees will select a third independent and qualified person who will choose one or other of the determinations made as aforesaid and the rate so chosen will be the Market Rent;
 - (vii) if the two appointees cannot agree on the selection of the third person, then the arbitration legislation of the province in which the Building is located shall apply for the appointment of a single arbitrator. The sole function of the person so appointed shall be to choose one or the other of the determinations made as aforesaid;
 - (viii) if the Market Rent has not been determined prior to the start of the Extension Term, then from and after such date the Tenant shall pay the Basic Rent which the Landlord sets forth as reflecting the Basic Rent and, upon such determination, the parties shall make any necessary adjustments including the payment of interest at the Prime Rate on any overpayments from the date paid or on any underpayments from the date such would have been payable had the Market Rent been determined prior to the start of the Extension Term; and
 - (ix) each party shall be responsible for the costs of its own appointee, and the costs of the third person shall be shared equally by the parties unless such third person determines otherwise.

2.7 Parking

Throughout the Term the Tenant shall be entitled, by way of non-exclusive license, to allow its employees and visitors to use the Parking Stalls in such location as designated by the Landlord from time to time solely for parking one light passenger vehicle per Parking Stall no larger or heavier than a ¾ ton truck subject to this Lease including the Rules and Regulations The Tenant shall indemnify and save harmless the Landlord from and against any and all claims, actions, causes of action, damages, demands for damages, losses and other liabilities and expenses (including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomforts or damage to vehicles or other property and legal fees on a solicitor and client basis) due to or arising from or out of the license or use of the Parking Stalls by the Tenant, its employees, agents, invitees or any other person. If requested by the Landlord, the Tenant shall sign the Landlord's standard form parking agreement for such Parking Stalls.

2.8 Pylon Sign

If the Landlord constructs a pylon or similar sign intended for license to the Tenant and other tenants of the Building, the Tenant shall license space on such sign as designated by the Landlord and pay to the Landlord the prevailing rates for such use as determined by the Landlord from time to time, subject to increase upon not less than 30 days notice from the Landlord. The Tenant shall at its cost create, install, maintain in first class condition and, upon expiry or earlier termination of the Term, remove its sign panels and restore any damage caused by such

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removal. If the Required Conditions are not met at any time, the Tenant shall upon request of the Landlord remove its sign panel for so long as required by the Landlord and restore any damage caused by such removal. All aspects of the Tenant's sign panels shall be consistent with the Landlord's sign policies adopted from time to time and shall be subject to the prior written consent of the Landlord. If required by the Landlord due to fading, outdated design, wear and tear inconsistent with first class standards or change in the Permitted Use or the occupancy of the Premises, such sign panels shall be replaced by the Tenant with updated sign panels first approved by the Landlord in writing. Any costs incurred by the Landlord in connection with review or approval of such signs shall be paid by the Tenant forth with upon demand as Additional Rent. Any other costs incurred by the Landlord in connection with such signs shall be reimbursed by the Tenant to the Landlord as allocated by the Landlord.

2.9 Interpretation

- (a) In the event of any conflict between the Special Provisions in Article 2 and the balance of the Lease, Article 2 shall govern to the extent necessary to eliminate the conflict. In the event of a conflict between the Basic Terms in Article 1 and the balance of the Lease, the balance of the Lease shall govern to the extent necessary to eliminate such conflict.
- (b) Where rights of the Tenant under the Special Provisions in Article 2 are subject to provisos, terms or conditions, if any of such provisos, terms or conditions are not met, such rights shall be null and void and of no further force or effect unless otherwise agreed in writing by the Landlord.

ARTICLE 3 DEFINITIONS AND INTERPRETATION

3.1 Definitions

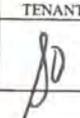
- (a) "**Additional Rent**" means all amounts in addition to Basic Rent payable by the Tenant to the Landlord or any other Person pursuant to this Lease or pursuant to any parking, storage or other agreement entered into pursuant to this Lease, other than Rental Taxes.
- (b) "**Alterations**" has the meaning set out in Section 9.2.
- (c) "**Applicable Laws**" means all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction in force from time to time.
- (d) "**Permitted Use**" means the use set out in Section 1.1(m).
- (e) "**Basic Rent**" means the rent payable pursuant to Section 5.1.
- (f) "**Building**" means the building containing the Premises and the Lands or, if the building is within a Project, such portion of the Lands as allocated by the Landlord to such building, and all other structures, improvements, facilities and appurtenances that have been or will be constructed on the Lands or such portion (above, at or below grade), including the Building Systems and the Common Areas and Facilities, all as may be altered, expanded, reduced or reconstructed from time to time.
- (g) "**Building Standard**" and "**Building standard**" means the building standard established by the Landlord including matters of design, construction and/or installation to be observed by the tenants in the Building, including the Tenant, in connection with Leasehold Improvements, tenant fixtures and chattels, as amended from time to time by the Landlord, acting reasonably.
- (h) "**Building Systems**" means at any time: (i) any heating, ventilating and air conditioning and other climate control systems and other systems, services, installations and facilities installed in or servicing the Building or the Shared Common Areas and Facilities including, without limitation, the following systems, services, installations and facilities: any elevators and escalators, mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing and music; (ii) any machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them; and (iii) any Landlord owned or controlled telecommunications facilities, pathways, installations and equipment.
- (i) "**Business Day**" means any day which is not a Saturday, Sunday or a day observed as a holiday under the Applicable Laws in the province in which the Building is situate.
- (j) "**Business Hours**" means the normal business hours determined by the Landlord for the Building.

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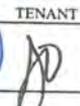
- (k) "**Business Taxes**" means all taxes, rates, duties, levies, assessments, licence fees and other charges in respect of the use or occupancy of, or any business carried on by, tenants or other occupants of the Building.
- (l) "**Capital Tax**" means the amount determined by multiplying each of the "Applicable Rates" by the "Capital" and totalling the products. "Capital" is the amount of capital which the Landlord determines, without duplication, is invested from time to time by the Landlord, the owner(s) of the Building (including any interest in the Building), any company related to the Landlord or the owner(s) within the meaning of the *Income Tax Act* (Canada), or all of them, in doing all or any of: acquiring, developing, expanding, redeveloping and improving the Building. Capital will not be increased by any financing or re-financing except to the extent that the proceeds are invested in doing all or any of the foregoing. "Applicable Rate" is the capital tax rate specified from time to time under any law which imposes a tax in respect of the capital of corporations and for greater certainty includes Large Corporations Tax levied under the *Income Tax Act* (Canada) as amended from time to time. Each Applicable Rate will be considered to be the rate that would apply if each of the Landlord, the owner(s) of the Building and the related companies referred to above were taxable corporations that employed no capital outside the province in which the Building is located.
- (m) "**CDS**" has the meaning set out in Section 7.6(c).
- (n) "**Change of Control**" means, in the case of any corporation or partnership, the transfer or issue by sale, assignment, subscription, transmission on death, mortgage, charge, security interest, operation of law or otherwise, of any shares, voting rights or interest which would result in any change in the effective control of such corporation or partnership, unless such change occurs as a result of trading in the shares of a public corporation listed on a recognized stock exchange in Canada or the United States.
- (o) "**Commencement Date**" means the date set out in or determined pursuant to Section 1.1(g)(ii).
- (p) "**Common Areas and Facilities**" means those areas, facilities, improvements, installations and equipment in or around the Building existing from time to time that: (i) are neither rented nor designated nor intended by the Landlord to be rented; and (ii) are provided or designated from time to time by the Landlord for use in common by the Landlord, the Tenant, other tenants of the Building or their sublessees, agents, employees, customers, invitees or licensees, whether or not those areas are open to the general public or to all tenants of the Building including the Building Systems, any entrances, lobbies, access and service corridors, stairways, indoor and outdoor walkways (both open and enclosed), malls, courts and arcades (both open and enclosed), public seating areas and facilities, public washrooms, indoor and outdoor landscaping and landscaped areas, passageways or tunnels leading to any public walkway or other facilities or to other buildings or concourses, mailrooms, electrical, telecommunications, cable, fibre, meter, valve, mechanical, storage and janitor rooms, telecommunication and electrical risers, shipping and receiving areas and loading docks, package or passenger pick up areas, waste disposal or recycling facilities, parking facilities, driveways, laneways and ramps and sidewalks, parks and other municipal facilities for which the Landlord directly or indirectly is subject to obligations in its capacity as owner of the Building or an interest in it, all as may be altered, expanded, reduced, reconstructed or relocated from time to time.
- (q) "**Default Rate**" means the lesser of: (i) the Prime Rate plus five percent per annum; and (ii) the maximum rate permitted by Applicable Laws, calculated and compounded monthly not in advance.
- (r) "**Early Termination**" has the meaning set out in Section 12.3(d).
- (s) "**Event of Default**" has the meaning set out in Section 15.1.
- (t) "**Expert**" means any architect, engineer, land surveyor or other professional consultant appointed by the Landlord who, in the opinion of the Landlord, is qualified to perform the function for which he or she is retained.
- (u) "**Expiry Date**" means the date set out in or determined pursuant to Section 1.1(g)(iii).
- (v) "**Extension Term**" means the period, if any, set out in Section 1.1(l).
- (w) "**Fiscal Year**" means the fiscal period(s) as designated by the Landlord from time to time. The Landlord may have different Fiscal Years for any one or more of the components of Additional Rent.
- (x) "**Fixturing Date**" means the date, if any, set out in Section 1.1(h)(ii)
- (y) "**Fixturing Period**" means the period, if any, specified in Section 1.1(h) provided to the Tenant to perform its fixturing of the Premises.

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- (qq) "**Property Taxes**" means the aggregate of all taxes, rates, duties, levies, fees, charges (including local improvement charges) and assessments whatsoever, imposed, assessed, levied, rated or charged against or in respect of the Project (or any part of the Project) from time to time by any lawful taxing or assessing authority, whether school, municipal, regional, provincial, federal, or otherwise, and any taxes or other amounts which are imposed in lieu of, or in addition to, any of the foregoing whether or not in existence on the Commencement Date and whether of the foregoing character or not, excluding taxes on the income or profits of the Landlord except to the extent that they are levied in lieu of the foregoing and including, without limitation, any taxes or assessments in respect of the parking facilities in the Project.
- (rr) "**Proportionate Share**" means a fraction which has: (i) as its numerator, the Rentable Area of the Premises, and (ii) as its denominator, the Rentable Area of the Building. Proportionate Share is subject to adjustment in accordance with Sections 6.2(b) and 6.7(e).
- (ss) "**Rent**" means all Basic Rent and Additional Rent.
- (tt) "**Rent Deposit**" means the amount specified in Section 1.1(j)(i).
- (uu) "**Rentable Area**" means the area of the Premises expressed in square feet measured from (a) the exterior face of exterior walls, doors, and windows; (b) the exterior face of interior walls, doors, and windows, separating the Premises from Common Areas, if any; (c) the center line of interior partition walls separating the Premises from adjoining leasable premises, all as determined by the Landlord in its sole discretion. Rentable Area of the Premises includes interior space even if it is occupied by projections, structures or columns (which may even be Common Areas). Second story office or mezzanine area of the Premises will be added to the Rentable Area of the Premises. Rentable Area will include a proportionate share designated by the Landlord of the area of any electrical, utility or other closets, rooms or other areas in the Building that do not exclusively serve any leasable premises. The Rentable Area of the Building will be equal to the aggregate of the Rentable Area of all leasable premises in the Building (other than storage or other license areas), calculated on the foregoing bases. The Rentable Area of the Project will be equal to the aggregate of the Rentable Area of all buildings in the Project, calculated on the foregoing basis. The Rentable Area of the Building or Project may be adjusted from time to time to reflect any alteration, expansion, reduction, recalculation or other change.
- (vv) "**Rental Taxes**" means any tax or duty imposed upon either the Landlord or the Tenant which is measured by or based in whole or in part directly upon the Rent payable under this Lease or in respect of the rental or rental value of premises under this Lease whether existing at the date of this Lease or hereafter imposed by any governmental authority including, without limitation, goods and services tax, harmonized sales tax, value added tax, business transfer tax, sales tax, federal sales tax, excise taxes or duties or any tax similar to the foregoing.
- (ww) "**Required Conditions**" means that:
- (i) the Tenant is the original named Tenant or a Permitted Transferee, has not undergone a Change of Control and is itself in occupation of and carrying on business from the whole of the Premises; and
 - (ii) the Tenant has paid all Basic Rent and Additional Rent as and when due and has not been in persistent default and is not in material default under this Lease.
- (xx) "**Rules and Regulations**" means the Rules and Regulations annexed hereto as Schedule "B" together with any amendments, deletions and additions made by the Landlord from time to time pursuant to Section 10.4, all of which shall form part of this Lease.
- (yy) "**Security Deposit**" means the amount, if any, specified in Section 1.1(j)(ii).
- (zz) "**Shared Common Areas and Facilities**" shall be applicable if the Building is part of a Project and means any areas, facilities, improvements, installations and equipment in or around the Project existing from time to time that are intended for use as Common Areas and Facilities in common with occupants of any other part of the Project.
- (aaa) "**Tenant**" means the party named in Section 1.1(b)(i).
- (bbb) "**Tenant Delay**" means any delay arising by reason of any acts or omissions of the Tenant, any failure of the Tenant to observe and perform the terms and provisions of this Lease or any Event of Default under the Lease or any other item designated as Tenant Delay hereunder.
- (ccc) "**Term**" means the period of time specified in Section 1.1(g)(i) which commences on the Commencement Date and expires on the Expiry Date, unless terminated earlier pursuant to the provisions of this Lease.

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- (z) "**Improvement Allowance**" means the amount, if any, set out in Section 1.1(k)
- (aa) "**Indemnifier**" means the party, if any, named in Section 1.1(c)(i).
- (bb) "**Landlord**" means the party named in Section 1.1(a)(i).
- (cc) "**Lands**" means the lands described in Section 1.1(d)(iii) (or such portion thereof as may be designated by the Landlord from time to time), as altered, expanded or reduced as designated by the Landlord from time to time.
- (dd) "**Lease**" means this lease, including all schedules, as it may be amended.
- (ee) "**Lease Year**" means: (i) in the case of the first Lease Year, the period beginning on the Commencement Date and ending on the last day of the 12th consecutive full month after the expiry of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Lease Year shall end on the day immediately prior to the first anniversary of the Commencement Date) and; (ii) in the case of each subsequent Lease Year, consecutive 12 month periods, provided that the final Lease Year shall end on the Expiry Date.
- (ff) "**Leasehold Improvements**" means all alterations, fixtures and improvements in or serving the Premises made from time to time by or on behalf of the Tenant or any prior occupant of the Premises including, without limitation, internal stairways, doors, hardware, partitions (including moveable partitions), lighting fixtures, Building standard window coverings and wall to wall carpeting (excluding carpeting laid over a finished floor and removable without damage to such floor) and roof-top or other heating or cooling units, but excluding trade fixtures and furniture and equipment not of the nature of fixtures.
- (gg) "**Mortgage**" means any mortgage, charge or security instrument (including a deed of trust or mortgage securing bonds) and all extensions, renewals, modifications, consolidations and replacements of any such item which may now or hereafter affect the Project or any part of it.
- (hh) "**Mortgagee**" means the mortgagee, chargee or other secured party (including a trustee for bondholders), as the case may be, who from time to time holds a Mortgage.
- (ii) "**Notice**" has the meaning set out in Section 16.7.
- (jj) "**Operating Costs**" has the meaning set out in Section 6.5.
- (kk) "**Parking Stalls**" means the parking stalls, if any, determined as set out in Section 1.1(n) and 2.7.
- (ll) "**Permitted Transferee**" means any entity which is an affiliate (as that term is defined as of the date of this Lease in the *Canada Business Corporations Act*) of the original named Tenant, and only for so long as it remains an affiliate of such original named Tenant.
- (mm) "**Person**" means any individual, partnership, corporation, trust, trustee or other entity or any combination of them.
- (nn) "**Premises**" means that part of the Building identified in Section 1.1(e) and approximately shown outlined on Schedule "A1" and , "A2" extending to: (i) the interior face of all exterior walls, doors and windows; (ii) the interior face of all interior walls, doors and windows separating the Premises from Common Areas and Facilities; (iii) the centre line of all interior walls separating the Premises from adjoining leasable premises; and (iv) the top surface of the structural subfloor and the top surface of the suspended or plaster ceiling (or the bottom surface of the structural ceiling if there is no suspended or plaster ceiling). Any Building Systems located in the Premises do not form part of the Premises.
- (oo) "**Prime Rate**" means the annual rate of interest announced from time to time by the Canadian chartered bank chosen by the Landlord as the daily rate of interest used by such bank as a reference rate in setting rates of interest for Canadian dollar commercial loans and commonly referred to by such bank as its Canadian "prime rate".
- (pp) "**Project**", if applicable, means the Lands, the Building and all buildings and other structures, improvements, facilities and appurtenances that have been or will be constructed on the Lands (above, at or below grade), all as may be altered, expanded, reduced or reconstructed from time to time. In the event that the Building is not part of a Project, then all references in this Lease to "Project" shall be deemed to be references to "Building". If the Building is not part of a Project as at the date of this Lease, the Landlord shall be entitled to subsequently designate it as part of a Project.

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- (ddd) **"Transfer"** means all or any of the following, whether by conveyance, written agreement or otherwise: (i) an assignment of this Lease in whole or in part; (ii) a sublease of all or any part of the Premises; (iii) the sharing or transfer of any right of use or occupancy of all or any part of the Premises; (iv) any mortgage, charge or encumbrance of this Lease or the Premises or any part of the Premises or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligation; and (v) a Change of Control, and includes any transaction or occurrence whatsoever (including, but not limited to, expropriation, receivership proceedings, seizure by legal process and transfer by operation of law), which has changed or might change the identity of the Person having use or occupancy of any part of the Premises.
- (eee) **"Transferee"** means the Person to whom a Transfer is or is to be made.
- (fff) **"TSP"** means a telecommunications service provider as set out in Section 7.6(b).
- (ggg) **"Unavoidable Delay"** has the meaning set out in Section 16.5.

3.2 Entire Agreement, Amendments, Waiver

This Lease contains the entire agreement between the parties with respect to the subject matter of this Lease and there are no other agreements, promises or understandings, oral or written, between the parties in respect of this subject matter. This Lease supersedes any previous offer to lease, lease proposal, or other agreement or commitment between the parties in respect of the Premises or the subject matter of this Lease. This Lease may be amended only by written agreement between the Landlord and the Tenant. No electronic communications between the parties will have the effect of amending this Lease. No provisions of this Lease shall be deemed to have been waived by the Landlord or the Tenant unless such waiver is in writing signed by such party. If either the Landlord or the Tenant excuses or condones any default by the other of any obligation under this Lease, no waiver of such obligation shall be implied in respect of any continuing or subsequent default. The Landlord's receipt of Rent with knowledge of a breach shall not be deemed a waiver of any breach.

3.3 Acceptance and Application of Rent

Any endorsement, statement, condition, direction or other communication on or accompanying any Rent payment shall not be binding on the Landlord and the acceptance of any such payment shall be without prejudice to the Landlord's right to recover the balance of Rent then owing or to pursue any other remedy available to the Landlord. Any payment received by the Landlord may be applied towards amounts then outstanding under this Lease in such manner as the Landlord determines.

3.4 General Rules of Interpretation

- (a) **Obligations as Covenants:** Each obligation of the Landlord and the Tenant in this Lease shall be considered a covenant for all purposes. If the Tenant has failed to perform any of its obligations under this Lease, such obligations shall survive the expiration or other termination of this Lease.
- (b) **Time:** Time is of the essence of this Lease.
- (c) **Number, Gender, Etc.:** The grammatical changes required to make the provisions of this Lease apply in the plural sense where the Tenant comprises more than one Person and to individuals (male or female), partnerships, corporations, trusts or trustees will be assumed as though in each case fully expressed. If not already indicated, the word "including" shall be deemed to mean "including, without limitation".
- (d) **Liability of Tenant:** If the Tenant consists of more than one Person, the covenants of the Tenant shall be joint and several covenants of each such Person. If the Tenant is a partnership, each Person who is presently a partner of the partnership and each Person who becomes a member of any successor partnership shall be and continue to be bound jointly and severally for the performance of and shall be and continue to be subject to all of the terms, obligations and conditions of this Lease, whether or not such Person ceases to be a member of such partnership or successor partnership and whether or not such partnership continues to exist.
- (e) **Governing Law:** This Lease shall be governed by and construed under the Applicable Laws of the jurisdiction in which the Building is located and the parties attorn and submit to the jurisdiction of the courts of such jurisdiction.
- (f) **Headings:** The headings of the Articles and Sections are included for convenience only, and shall have no effect upon the construction or interpretation of this Lease.
- (g) **Landlord as Trustee:** Any and all exculpatory provisions, releases and indemnities included in this Lease for the benefit of the Landlord are intended also to benefit the Mortgagees, any owner or lessor with an interest in the Project prior to the Landlord and property managers of the Landlord and the officers, directors, shareholders, employees, agents of each one of them and, for the purposes of such provisions, the Landlord is acting as agent or trustee on behalf of and for the benefit of the persons mentioned above.

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- (h) **Severability:** Should any provision of this Lease be or become invalid, void, illegal or not enforceable, such provision shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

3.5 Successors

This Lease and everything herein contained shall extend to and bind the successors and assigns of the Landlord and the legal representatives, heirs, executors, administrators, successors and permitted assigns of the Tenant (as the case may be).

**ARTICLE 4
GRANT AND TERM**

4.1 Term, Demise

The Landlord hereby demises and leases the Premises to the Tenant for the Term (unless terminated earlier pursuant to this Lease), to have and to hold during the Term, subject to the terms and conditions of this Lease. The Landlord grants to the Tenant a non-exclusive licence throughout the Term to the benefit or use (as may be appropriate) of those Common Areas and Facilities and/or Shared Common Areas and Facilities which provide access to the Premises or which are generally made available to all tenants in the Building, in common with other tenants of the Building and with all others entitled thereto, subject to the terms and conditions of this Lease.

4.2 Acceptance

The Tenant hereby leases and accepts the Premises from the Landlord and covenants to pay the Rent and to observe and perform all the covenants and obligations to be observed and performed by the Tenant pursuant to this Lease. The Tenant agrees that, except as may be specifically set out herein, the Premises shall be accepted on an "as is" basis and there is no promise, representation or undertaking binding upon the Landlord with respect to any alteration, remodelling or decoration of the Premises or with respect to the installation of equipment or fixtures in the Premises.

4.3 Quiet Enjoyment

If the Tenant pays the Rent, fully performs all its obligations under this Lease and there has been no Event of Default, then the Tenant shall be entitled, subject to the provisions of this Lease, to peaceful and quiet enjoyment of the Premises for the Term.

**ARTICLE 5
RENT**

5.1 Basic Rent

The Tenant shall pay to the Landlord Basic Rent in the amount set out in Section 1.1(i) for the respective Lease Year, by equal consecutive monthly instalments in advance on the first day of each month, subject to any adjustment pursuant to Section 5.3.

5.2 Additional Rent

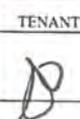
The Tenant shall also pay throughout the Term, at the times and in the manner provided in this Lease, all Additional Rent which shall, except as otherwise provided in this Lease, be payable within 15 days of receipt by the Tenant of an invoice, statement or demand for it.

5.3 Adjustment Due to Measurement

The Landlord may, from time to time, at its option, cause the Rentable Area of the Premises to be measured and, if necessary as a result of such measurement, the annual Basic Rent and the calculation of Additional Rent shall be adjusted by the Landlord. The effective date of any such adjustment shall be:

- (a) in the case of any measurement made prior to or within six months of the Commencement Date, the date the Tenant is allowed possession of the Premises under this Lease; and
- (b) in all other cases, the date of the determination of the measurement.

Any such measurement by the Landlord shall be final and binding on the parties. Neither the Landlord nor the Tenant may claim any adjustment to the annual Basic Rent or to the calculation of Additional Rent based on the Rentable Area of the Premises except in accordance with a measurement made pursuant to this Section and, for greater certainty, neither the Landlord nor the Tenant may claim any adjustment to the annual Basic Rent or to the calculation of Additional Rent based on such measurement for the period prior to the effective date of such adjustment as set out above.

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5.4 Payment of Rent - General

- (a) All payments required to be made by the Tenant pursuant to this Lease shall be paid when due, without prior demand and without any abatement, set off, compensation or deduction whatsoever, except as may be otherwise expressly provided herein, at the address of the Landlord set out in Section 1.1(a)(ii) or at such other place as the Landlord may designate from time to time to the Tenant.
- (b) All payments required to be made by the Tenant pursuant to this Lease, except for Rental Taxes, shall be deemed to be Rent and shall be payable and recoverable as Rent, and the Landlord shall have all rights against the Tenant for default in any such payment as in the case of arrears of Rent.
- (c) The Tenant shall pay to the Landlord all Rental Taxes applicable from time to time, calculated and payable in accordance with Applicable Laws and the Tenant shall pay such amount at the earlier of: (i) the time provided for by Applicable Laws; and (ii) the time such Rent is required to be paid under this Lease. The amount payable by the Tenant on account of Rental Taxes shall be deemed not to be Rent for the purpose of such calculation but in the event of a failure by the Tenant to pay any amount, the Landlord shall have the same rights and remedies as it has in the event of a failure by the Tenant to pay Rent.
- (d) At the Landlord's request, the Tenant shall make all payments under this Lease by way of post-dated cheques, automatic withdrawals or electronic funds transfer from the Tenant's bank account and shall execute and deliver either concurrently with this Lease or from time to time within three Business Days following request for it, such documentation as may be required by the Landlord and its bank in order to effect such payments.
- (e) If the Commencement Date is other than the first day of a full period in respect of which any item of Rent is calculated, or the Expiry Date is other than the last day of a full period, then unless otherwise provided in this Lease, the amount of such item of Rent payable in respect of the broken period shall be prorated based on a 365 day year.

5.5 Payment of Additional Rent

- (a) Prior to the Commencement Date and at or prior to the beginning of each Fiscal Year thereafter, the Landlord shall compute and deliver to the Tenant a bona fide estimate in respect of such Fiscal Year of the Tenant's share of Property Taxes, the Tenant's Proportionate Share of Operating Costs and such other items of Additional Rent as the Landlord may estimate in advance. The Tenant shall pay to the Landlord in monthly installments one twelfth of such estimate simultaneously with the Tenant's payments of Basic Rent, provided that the monthly installments on account of the Tenant's share of Property Taxes may be determined so that the Landlord collects all such amounts payable by the Tenant by the final due date for such Property Taxes in the relevant calendar year. The Landlord may from time to time re estimate any items of Additional Rent and may fix monthly instalments for the then remaining balance of the Fiscal Year so that such items will be entirely paid during such Fiscal Year.
- (b) The Landlord shall deliver to the Tenant within a reasonable period of time after the end of each Fiscal Year a written statement or statements (the "Statement") setting out in reasonable detail the amount of Operating Costs, the Property Taxes and such other items of Additional Rent as the Landlord estimated in advance for such Fiscal Year. If the Tenant's share of Property Taxes, the Tenant's Proportionate Share of Operating Costs and other items of Additional Rent actually paid by the Tenant to the Landlord during such Fiscal Year differs from the amount of the Tenant's share of Property Taxes, the Tenant's Proportionate Share of Operating Costs and other items of Additional Rent payable for such Fiscal Year, the Tenant shall pay such difference or the Landlord shall credit the Tenant's account (as the case may be), without interest within 30 days after the date of delivery of the Statement. Failure of the Landlord to render any Statement shall not prejudice the Landlord's right to render such Statement thereafter or with respect to any other Fiscal Year. The Landlord may render amended or corrected Statements.
- (c) The Tenant shall not claim a re-adjustment in respect of Operating Costs, Property Taxes or other items of Additional Rent estimated by the Landlord or the share payable by the Tenant on account thereof for any Fiscal Year except by Notice given to the Landlord within six months after delivery of the Statement, stating the particulars of the error in computation.
- (d) If the Tenant disputes the accuracy of any Statement within the period permitted under Section 5.5(c) above and the Landlord and the Tenant fail to settle the matter within a reasonable period, the matter shall be referred by the Landlord to an Expert for prompt decision. The Tenant shall pay in accordance with the Statement until such decision is rendered. The Expert's signed determination shall be final and binding on both the Landlord and the Tenant. Any adjustment required to any previous payment made by the Tenant or the Landlord by reason of any such determination shall be made within 14 days thereof, and the party required to pay such adjustment shall bear all costs of the Expert, except that if the amount to be paid is 20% or less of the amount in dispute, the Tenant shall pay all such costs.

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5.6 Rent Deposit

On or before execution of this Lease, the Tenant shall pay to the Landlord the Rent Deposit, if any, set forth in Section 1.1(j)(i), to be applied to the Rent as provided in Section 1.1(j)(i) and, to the extent it is not so applied from time to time, to be held, without interest, as security (without prejudice to the Landlord's other rights and remedies) for the observance and performance of the Tenant's obligations under this Lease.

5.7 Security Deposit

On or before execution of this Lease the Tenant shall pay to the Landlord the Security Deposit, if any, set forth in Section 1.1(j)(ii) to be held, without interest, as security (without prejudice to the Landlord's other rights and remedies) for the observance and performance of the Tenant's obligations under this Lease. If the Tenant defaults in the performance of any of the terms, covenants, conditions and provisions of this Lease as and when the same are due to be performed by the Tenant, then the Landlord, at its option, may appropriate and apply all or any part of the Security Deposit on account of any losses or damages sustained by the Landlord as a result of such default. Upon demand by the Landlord following any such appropriation, the Tenant shall pay to the Landlord an amount sufficient to restore the total original amount of the Security Deposit. If the Tenant complies with all of the terms, covenants, conditions and provisions under this Lease, and is not then overholding in accordance with Section 16.3, the Security Deposit shall be returned to the Tenant without interest within 60 days after the expiry or earlier termination of the Term, or, at the Landlord's option, shall be applied by the Landlord on account of the last month's Rent.

5.8 Net Lease

The Tenant acknowledges and agrees that it is intended that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not be responsible for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises, the Building or the Project during the Term, whether foreseen or unforeseen and whether or not within the contemplation of the parties at the commencement of the Term, except as shall be otherwise expressly provided in this Lease.

**ARTICLE 6
OPERATING COSTS AND TAXES**

6.1 Property Taxes Payable by Landlord

The Landlord shall pay all Property Taxes, but it may defer such payments or compliance to the fullest extent permitted by law so long as it pursues in good faith any contest or appeal of any such Property Taxes with reasonable diligence.

6.2 Property Taxes Payable by Tenant

- (a) The Tenant shall pay as Additional Rent directly to the Landlord in each Fiscal Year the Tenant's share of Property Taxes as determined pursuant to this Section.
- (b) The Tenant's share of Property Taxes shall be the portion of the Property Taxes that are attributable to the Premises, as determined by the Landlord, acting reasonably. Without limiting the foregoing:
 - (i) the Landlord may, if it so elects, determine that the Tenant's share of Property Taxes attributable to the Premises shall be the Proportionate Share of the Property Taxes allocated by the Landlord to the Building (which allocation may include a portion of the Property Taxes which are not directly attributable to any building within the Project such as any podium, concourse or other area that the Landlord designates not to be part of any building) provided that any Rentable Area in such portion shall be included in determining the Proportionate Share for such purposes;
 - (ii) the Landlord may, if it so elects, determine that the Tenant's share of Property Taxes attributable to the Premises shall be the Proportionate Share of Property Taxes in respect of the Project as a whole, in which case the Tenant's Proportionate Share for such purpose shall be adjusted by the Landlord to reflect the Rentable Area of the Project rather than the Rentable Area of the Building;
 - (iii) the Landlord shall be entitled, but not obligated, to allocate Property Taxes amongst categories of premises in the Project on the basis of such factors as the Landlord determines to be relevant and to adjust the Tenant's share of Property Taxes based on such allocation;
 - (iv) if there are separate assessments (or, in lieu of separate assessments, calculations made by authorities having jurisdiction from which separate assessments may, in the Landlord's opinion, be readily determined) for the Premises for Property Taxes, the Landlord may have regard thereto;

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- (v) nothing herein shall compel or require the Landlord to adjust, continue to adjust or to make the same determination or allocation of Property Taxes from year to year or in any Fiscal Year; and
- (vi) for the purposes of determining the share of Property Taxes payable by the Tenant pursuant to this Lease, Property Taxes shall include such additional amounts as would have formed part of Property Taxes had the Building been fully assessed during the whole of the relevant Fiscal Year as fully completed and fully occupied by tenants, with no special exemptions or reductions, and without taking into account any actual or potential reduction of Property Taxes or change of assessment category or class for premises within the Building which are vacant or underutilized.

6.3 Business Taxes and Other Taxes of Tenant

The Tenant shall promptly pay before delinquency to the taxing authorities or to the Landlord, if it so directs, as Additional Rent, any taxes, rates, duties, levies and assessments whatsoever, whether municipal, provincial, federal or otherwise, levied, imposed or assessed against or in respect of the operations at, occupancy of, or conduct of business in or from the Premises by the Tenant or any other permitted occupant, including the Tenant's Business Taxes, if levied in the province in which the Building is situate. Whenever requested by the Landlord, the Tenant shall deliver to the Landlord copies of receipts for payment of all such taxes.

6.4 Assessment Appeals

The Tenant shall not appeal any governmental assessment or determination of the value of the Project or any portion of the Project whether or not the assessment or determination affects the amount of Property Taxes or other taxes, rates, duties, levies or assessments to be paid by the Tenant.

6.5 Operating Costs

The Tenant shall pay its Proportionate Share of Operating Costs to the Landlord. Subject to the exclusions and deductions stipulated in Section 6.6, "Operating Costs" means the total, without duplication, of the costs, expenses, fees, rentals, disbursements and outlays (in Sections 6.5 and 6.6 referred to collectively as "costs") of every kind, whether direct or indirect, paid, payable or incurred by or on behalf of the Landlord on an accrual basis (or on a cash basis to the extent that the Landlord determines is reasonable) in the ownership, maintenance, repair, replacement, operation, administration, supervision and management of the Building, including, without limitation:

- (a) costs of providing security, supervision, traffic control, janitorial, landscaping, window cleaning, waste collection, disposal and recycling and snow removal services and the costs of machinery, supplies, tools, equipment and materials used in connection with the Building (including rental costs of such items);
- (b) costs of telecommunications and broadband services and facilities (including riser, rooftop, telephone room and wireless management), information technology, telecopier, stationery, office equipment, supplies, signs and directory boards and other services and materials required for management, maintenance and operation (whether on or off-site and whether incurred by the Landlord or a management company);
- (c) costs of providing electricity, fuel, heat, processed air, water, telephone, gas, sewage disposal and other utilities and services (including all energy management and administration costs) and costs of replacing building standard electric light fixtures, ballasts, tubes, starters, lamps, light bulbs and controls (to the extent such item is charged separately to the Tenant pursuant to this Lease then the costs of any such item attributable to other leasable premises shall be excluded);
- (d) costs of:
 - (i) operating, maintaining, replacing, modifying and repairing the Building, including without limitation such costs where incurred by the Landlord in order to comply with Applicable Laws or required by the Landlord's insurance carrier or resulting from normal wear and tear to the Building;
 - (ii) providing, installing, modifying and upgrading energy conservation equipment and systems, life safety and emergency response systems, materials and procedures and telecommunication and broadband systems and equipment if any;
 - (iii) making alterations, replacements or additions to the Building intended to reduce Operating Costs, improve the operation of the Building and the systems, facilities and equipment serving the Building, or maintain their operation; and
 - (iv) replacing machinery or equipment which by its nature requires periodic replacement,

all to the extent that such costs are fully chargeable in the Fiscal Year in which they are incurred in accordance with sound accounting principles or practices as applied by the Landlord;

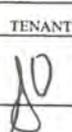
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- (e) depreciation or amortization of the costs referred to in Section 6.5(d) above as determined in accordance with sound accounting principles or practices as applied by the Landlord, if such costs have not been charged fully in the Fiscal Year in which they are incurred, and interest on the undepreciated or unamortized balance of such costs, calculated monthly, at an annual rate equal to 3% above the Prime Rate in effect on the first day of each Fiscal Year;
- (f) amounts paid to, or reasonably attributable to the remuneration of, all personnel (whether on or off-site and whether employed by the Landlord or a management company) involved in the maintenance, repair, replacement, operation, administration, supervision and management of the Building, including fringe benefits, severance pay, termination payments and other employment costs;
- (g) auditing, accounting, legal and other professional and consulting fees and disbursements incurred in connection with the maintenance, repair, replacement, operation, administration, supervision and management of the Building, including those incurred with respect to the preparation of the statements required under the provisions of this Lease and costs of administering, minimizing, contesting or appealing assessments of Property Taxes (whether or not successful);
- (h) costs of all insurance which the Landlord is obligated or permitted to obtain under this Lease and the amounts of losses incurred or claims paid either below the insurance deductible amounts or as the co-insurance portion of an insured claim;
- (i) Property Taxes to the extent not charged to the Tenant pursuant to Section 6.2 and to other tenants of the Building pursuant to lease provisions similar to such Section;
- (j) Capital Tax;
- (k) the portion or portions allocated to the Building on a reasonable basis by the Landlord and without duplication, of the total costs of the type described in this Section 6.5 paid, payable or incurred in respect of the Shared Common Areas and Facilities and in respect of any podium, concourse or other area that the Landlord designates not to be part of any building provided that any Rentable Area in such podium, concourse or other area shall be included in determining the Proportionate Share for such purposes;
- (l) fair market rental value (having regard to rent being charged for similar space including additional rent for operating costs and property taxes) of space used by the Landlord and/or its property manager, acting reasonably, in connection with the maintenance, repair, operation, administration and management of the Building and such fair market rental value of any building amenities (such as conference and day-care facilities provided primarily for tenants of the Building), together with the reasonable costs relating to such building amenities; and
- (m) management fees at market rates prevailing from time to time for comparable buildings, in any event not less than the greater of: (i) 5% of gross revenue for the Building; and (ii) 15% of Operating Costs, Property Taxes, utilities and other additional rent for the Building.

6.6 Limitations on Operating Costs

In determining Operating Costs, the cost (if any) of the following shall be excluded or deducted, as the case may be:

- (a) major repairs to structural components that are required as a result of defective design or construction of such structural components;
- (b) interest on, and the capital retirement of debt, except as specifically provided in Section 6.5(e), and ground rent payable to the lessor under any ground or other lease pursuant to which the Landlord has an interest in the Building;
- (c) expenses relating to decorating or redecorating or renovating rentable space for tenants of the Building and costs relating to tenant inducements, allowances or similar expenses;
- (d) all leasing expenses, real estate brokers' fees, leasing commissions, advertising and space planners' fees;
- (e) repairs or maintenance done for the direct account of other tenants;
- (f) net recoveries by the Landlord in respect of warranties or guarantees and insurance claims to the extent (but only to the extent) that the repair costs in respect of the work covered by such warranties or guarantees or insurance claims have been charged as Operating Costs; and
- (g) amounts recovered from TSPs and tenants as contributions to the cost of telecommunications and broadband related services (including riser, rooftop, telephone room and wireless management) to the extent (but only to the extent) that those costs have been included in Operating Costs.

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6.7 Adjustments of Operating Costs

In computing Operating Costs:

- (a) if less than 100% of the Rentable Area of the Building is completed or occupied during any period for which a computation must be made, the amount of Operating Costs will be increased by the amount of the additional costs determined by the Landlord, that would have been incurred had 100% of the Rentable Area of the Building been completed or occupied during that period, provided that the foregoing shall not result in the amount the Tenant pays as its Proportionate Share of such Operating Costs being greater than it would be if the Building was fully occupied and completed;
- (b) where the Landlord determines, acting reasonably but in its sole discretion, that any item(s) of Operating Costs are provided only to or for the benefit of a portion of the Building or the Project, then the Landlord shall be entitled, but not obligated, to allocate the cost of those item(s) over such portion of the Building or the Project and adjust the Tenant's Operating Cost payment based on such allocation;
- (c) if the Building or the Project is comprised of different categories of leasable premises, the Landlord shall be entitled, but not obligated, to allocate Operating Costs among the various categories on the basis of such factors as the Landlord determines to be relevant and to adjust the Tenant's Operating Cost payment based on such allocation;
- (d) if any facilities, services or utilities:
 - (i) for the operation, administration, management, repair and maintenance of the Building are provided from another building or other buildings (whether within the Project or elsewhere) owned or operated by Landlord or its manager;
 - (ii) for the operation, administration, management, repair and maintenance of another building or other buildings (whether within the Project or elsewhere) owned or operated by the Landlord or its manager are provided from the Building; or
 - (iii) are otherwise shared between the Building and another building or other buildings (whether within the Project or elsewhere),

the costs, charges and expenses of such items shall be allocated by the Landlord, between the Building and other building or buildings (whether within the Project or elsewhere) on a reasonable basis; and

- (e) the Landlord may at its option, for the purposes of determining the Tenant's obligations in respect of Operating Costs, treat the Building and other buildings within the Project as one cost centre. In such case Operating Costs shall include all of the costs described in Section 6.5 in respect of the whole of the Project and the Tenant's Proportionate Share for such purpose shall be adjusted by the Landlord to reflect the total Rentable Area of the Project rather than the total Rentable Area of the Building.

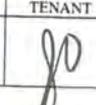
6.8 Reduction or Control of Operating Costs

The Tenant shall comply with any practices or procedures that the Landlord, acting reasonably, may from time to time introduce to reduce or control Operating Costs and shall pay, as Additional Rent, all costs, as determined by the Landlord, that may be incurred by the Landlord as a result of any non-compliance. The Landlord may use an Expert to assist it in making such determination.

**ARTICLE 7
UTILITIES AND OTHER SERVICES**

7.1 Heating

The Tenant shall, at its cost, use, operate and maintain any heating and, if applicable, ventilation systems exclusively serving the Premises in a prudent manner and to the reasonable satisfaction of the Landlord so as to maintain appropriate temperatures at all times and avoid any damage caused by freezing, failure to maintain or other condition. Any cost incurred by the Landlord to maintain, repair or replace any such systems serving premises in the Building shall be included in Operating Costs, provided that any maintenance, repair or replacement required due to the act or omission of the Tenant shall be payable directly by the Tenant to the Landlord as Additional Rent on demand. The Tenant shall be responsible at its sole cost to install any roof top air-conditioning unit required by the Tenant subject to and in accordance with the provisions of this Lease including Section 9.2.

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7.2 Electricity and Other Utilities

- (a) The Tenant shall pay to the suppliers, before delinquency, all costs in respect of utilities which are separately metered to the Premises or billed directly to the Tenant or, if any such costs are incurred by the Landlord, shall pay such costs to the Landlord as Additional Rent as allocated by the Landlord, acting reasonably. The Tenant shall provide to the Landlord evidence of any such payments to utility suppliers. The Tenant shall not engage any Person to provide any utility service to the Premises without the prior written approval of the Landlord. The Tenant will provide a copy of any contracts in respect of such utility services to the Landlord for its approval and its records. The Landlord shall not be required to allow utility suppliers access to the Premises other than those designated by the Landlord and shall be entitled to consider the best interests of the Project and charge a fee based on market conditions and recover any costs in approving any utility supplier. The Tenant shall observe and perform any obligations to any utility supplier with which it contracts for supply of utilities. Utility costs payable by the Tenant hereunder shall include all costs for utilities and services including, without limitation, any work performed or meters or other improvements required or leased in connection therewith, together with any costs incurred by the Landlord to allocate such costs.
- (b) The Landlord will permit the Tenant to use the domestic water, sewage disposal and other utility services serving the Building generally in such quantities as the Landlord, from time to time determines to constitute normal use for tenants in the Building. The Tenant shall not overload the capacity of any such service. The Tenant shall not bring onto the Premises any installations, appliances, equipment or machines which are likely to consume significant amounts of such utilities or which require special venting without the prior written consent of the Landlord. Direct and indirect costs relating to the use by the Tenant of utility services in quantities which represent normal use for tenants in the Building, as determined by the Landlord, will form part of Operating Costs or be paid by the Tenant to the Landlord separately as Additional Rent, as and to the extent that the Landlord may elect from time to time. The Landlord may install, at the Tenant's expense, separate meters or other measuring devices in the Premises or elsewhere to measure the Tenant's consumption and the Landlord may use an Expert to assist it in determining such consumption.
- (c) The Landlord shall be entitled to replace, or at its option require the Tenant to replace, building standard or non standard electric light fixtures, ballasts, tubes, starters, lamps, light bulbs and controls in the Premises and, in connection therewith, the Landlord may adopt, and require the Tenant to adopt, a system of periodic group relamping in accordance with sound building management practices.

7.3 Special HVAC Services and Utilities and Excess Quantities

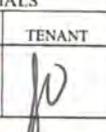
If the Tenant requests services, sewage disposal, water or other utility services of a type or in quantities that exceed normal use by tenants in the Building, as determined by the Landlord, the Landlord may supply such services if the Landlord determines, in its sole discretion, that the provision of such services: (a) is within the capacity of the Building Systems; (b) would not affect the operation, aesthetics or structure of the Building or the Project; (c) would not reduce the efficiency of the existing services supplied to other tenants or parts of the Building or the Project; and (d) is otherwise feasible. The Tenant will pay to the Landlord all costs, both non recurring and recurring, of providing all such services. Such costs shall be determined by the Landlord in a reasonable manner, which may include installation at the Tenant's expense of separate meters or other measuring devices in the Premises or elsewhere or the Landlord may use an Expert to assist it in determining such costs.

7.4 Other Landlord Services

- (a) If the Building contains any interior Building Common Areas as designated as such by the Landlord, the Landlord shall provide janitorial services to such interior Building Common Areas, if any, in accordance with standards from time to time prevailing for similar buildings in the area in which the Building is located.
- (b) If the Building contains any public washrooms designated as such by the Landlord, the Landlord shall provide necessary supplies in such public washrooms, if any, sufficient for normal use by tenants in the Building.

7.5 Additional Services Provided by Landlord

Wherever this Lease provides that the Tenant is to pay a cost or expense to the Landlord as an item of Additional Rent (except for Operating Costs and the 15% administration fee referred to herein), the Tenant shall pay, in addition to such cost or expense, the Landlord's administration charge of 15% of such cost or expense, which cost shall also be an item of Additional Rent. The Tenant shall pay to the Landlord the costs of all such services provided at the Tenant's request or otherwise provided for herein and which are not included in Operating Costs including, without limitation: (a) the provision of processed air, electricity and other utilities and services outside of Business Hours or of a special nature or in excess quantities; (b) replacement of non standard electric light fixtures, ballasts, tubes, starters, lamps, light bulbs and controls; (c) special janitorial or cleaning services; (d) operating elevators (if any) for the sole benefit of the Tenant and supervising the movement of furniture, equipment, freight

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and supplies for the Tenant; and (e) construction of any Leasehold Improvements or other work performed at the request of or on behalf of the Tenant.

7.6 Telecommunications

- (a) The Landlord shall incur no expense or liability whatsoever with respect to any aspect of the provision of telecommunication services, including, without limitation, the cost of installation, service, materials, repairs, maintenance, interruption or loss of telecommunication service.
- (b) The Tenant may utilize a telecommunication service provider (a "TSP") of its choice with the Landlord's prior written consent, but:
 - (i) if the TSP is required to provide or install facilities in the Building or the Project in order to enable it to provide service to the Tenant, the Landlord must first determine that there is sufficient space in, or on the Building or the Project for the installation of the TSP's facilities and that the TSP is acceptable to the Landlord;
 - (ii) if the TSP intends to install, or has installed or purchased facilities situated in the Building or the Project for the purpose of providing telecommunication services to tenants in the Building or the Project, the Landlord may require the TSP to execute and deliver the Landlord's standard form of TSP licence agreement;
 - (iii) the Tenant shall be responsible for all costs incurred by the Landlord in enabling usage by the Tenant of its choice of TSP not otherwise paid by such TSP; and
 - (iv) the Tenant shall be responsible for the removal of all wiring serving the Premises by such TSP at the expiry of the Term, if required by the Landlord.
- (c) The Landlord may deem it desirable to provide a central telecommunications cable distribution system ("CDS") in the Building for use by TSPs and tenants. If the Landlord provides a CDS, the Tenant's TSP or the tenant, as the case may be, may be required by the Landlord to use the CDS for its communications cabling needs on terms and conditions to be set by the Landlord. These terms and conditions will include obligations for the TSP, or the Tenant, as the case may be, to pay costs and to contribute to Operating Costs associated with the CDS and a complete release of the Landlord and indemnity from the TSP or the Tenant, as the case may be, in respect of the use of the CDS.
- (d) If the Tenant's approved TSP does not have a point of connection in the Premises, the Tenant may be required to install its own cable and facilities or to purchase cable and facilities from the Landlord for installation in the communication pathways and risers of the Building for connection to the Tenant's TSP's facilities in the main terminal room, at the main distribution frame or at other points of connection designated by the Landlord. In such case: (i) the Tenant may be required to pay all costs incurred by the Landlord; (ii) the Tenant may be required to remove such cable and facilities and restore any damage caused by the removal, or, at the Landlord's option, to pay the cost of removal and restoration; (iii) the Tenant may be required to contribute to the costs of riser management incurred by the Landlord; and (iv) the Tenant may be required to abide by any policies, directions or requirements of any riser manager retained by the Landlord and to pay, in addition, any direct costs invoiced to the Tenant by such riser manager in respect of plan review charges, inspection charges and other services provided by such riser manager to the Tenant.
- (e) If required by the Landlord, the Tenant shall change its TSP if the licence agreement referred to above in Section 7.6(b) is terminated or expires and is not renewed. The Tenant acknowledges that the Landlord has no obligation to ensure continuation of services by the Tenant's TSP or any other TSP in the Building.
- (f) The Landlord may require, upon 30 days prior written Notice, that the Tenant relocate all or any portion of the cables or facilities installed by it.

7.7 Signs and Premises Identification

The Tenant shall not erect, affix, install or maintain any signs, lettering, identification or any promotional or other written materials visible from the exterior of the Premises, the Building or the Project or from any interior Common Areas and Facilities. The Tenant shall at its cost install one exterior sign on the front of the Premises and shall be entitled to install one exterior sign on the back of the Premises provided such signs are first approved in writing by the Landlord and provided the Tenant shall cause such signs to comply with any conditions of approval imposed by the Landlord in its sole discretion and the sign policy promulgated by the Landlord in its sole discretion for the Building as amended from time to time. The Tenant shall at its cost be solely responsible to obtain and comply with any municipal approvals required in connection with its signs and to create, install, maintain in first class condition and, upon expiry or earlier termination of the Term, remove its signs and restore any damage caused by such removal. If the Required Conditions are not met at any time, the Tenant shall upon request of the Landlord remove its signs for so long as required by the Landlord and restore any damage caused by such removal. If required by the Landlord due to fading, outdated design, wear and tear inconsistent with first class standards or change in the

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Permitted Use or the occupancy of the Premises, such signs shall be replaced by the Tenant with updated signs first approved by the Landlord in writing. Any costs incurred by the Landlord in connection with review or approval of such signs shall be paid by the Tenant forth with upon demand as Additional Rent. Any other costs incurred by the Landlord in connection with such signs shall be reimbursed by the Tenant to the Landlord as allocated by the Landlord.

**ARTICLE 8
OPERATION, CONTROL AND MAINTENANCE BY LANDLORD**

8.1 Operation of the Building by Landlord

The Landlord shall operate the Building in accordance with all Applicable Laws and with standards from time to time prevailing for similar warehouse buildings in the area in which the Building is located, subject, however, to the limitations occasioned by the design and age of the Building and the capacity of the Building Systems.

8.2 Control of the Project by Landlord

The Landlord has at all times exclusive control of the Project and its management and operation. Without limiting the generality of the foregoing, at any time and from time to time, the Landlord may:

- (a) make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Building (including the Premises) or the Project where necessary to serve the Premises or other parts of the Building;
- (b) make changes or additions to any part of the Building or the Project not in or forming part of the Premises including, without limitation, dedicating, consolidating, subdividing or conveying portions of the Lands, granting easements, rights of way, restrictive covenants or other interests in the Lands and constructing additional improvements in or adjoining the Lands;
- (c) terminate or amend the Tenant's right of use of any of the Common Areas and Facilities and/or Shared Common Areas and Facilities, change the location and size of any of the Common Areas and Facilities and/or Shared Common Areas and Facilities or use parts of the Common Areas and Facilities and/or Shared Common Areas and Facilities for promotional or other activities;
- (d) retain contractors and employ all personnel, including supervisory personnel and managers, that the Landlord considers necessary for the effective maintenance, repair, operation, management and control of the Project;
- (e) now own, or may acquire, lands or buildings contiguous to or near the Project and may at its option retain them separately or treat them as part of the Project. The Landlord may, from time to time, cease to treat as part of the Project any buildings or lands now or then forming part of the Project and may, from time to time, reinstate such part of the Project; and
- (f) do and perform such other acts in and to the Building or the Project or any of their component parts as the Landlord considers reasonable for the proper and efficient maintenance, repair, operation, management and control of the Building or the Project,

provided that in the course of the Landlord's exercise of its rights hereunder, the Landlord shall be deemed not to have re-entered the Premises nor to have breached any obligation of this Lease. The Landlord shall perform all of its work as expeditiously as is reasonably practical so as to interfere as little as is reasonably practical with the Tenant's use of the Premises. When any change or other event described in this Section has been affected, the term "Project" as used herein shall refer to the Project as altered by such change or event.

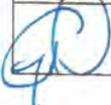
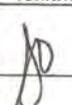
8.3 Name of Building or Project

The Landlord may from time to time designate a name or other identification for the Building or the Project. The Tenant shall be responsible for any costs it incurs as a result of any changes in the name or identification (such as changes to its stationery and other material). The Tenant shall have no rights in any such names or identification.

8.4 Maintenance and Repair by Landlord

The Landlord shall keep or cause to be kept the footings, foundations, structural columns and beams, structural subfloors, bearing walls, exterior walls and roofs of the Building in good repair to the standards from time to time prevailing for similar warehouse buildings in the area in which the Building is located, subject, however, to the limitations occasioned by the design and age of the Building and the capacity of the Building Systems and to reasonable wear and tear not inconsistent with such standard and excluding any items for which the Tenant is responsible under Section 9.1, provided that:

- (a) the Landlord shall have a reasonable time in which to complete such work, and during such time shall only be required to maintain such services as are reasonably practical in the circumstances; and

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- (b) no reduction or discontinuance of such services or loss of use of the Premises shall be construed as an eviction of the Tenant or (except as specifically provided in this Lease) release the Tenant from any obligation under this Lease.

8.5 Access by Landlord

The Tenant shall permit the Landlord, its agents and others authorized by it, to enter the Premises to inspect, to provide services or to make repairs, replacements, changes or alterations as set out in this Lease, to take such steps as the Landlord may deem necessary for the safety, improvement, alteration or preservation of the Premises or the Building or the Project and to show the Premises to Mortgagees, prospective Mortgagees, purchasers and prospective purchasers and, during the last 18 months of the Term, to prospective tenants. In carrying out such rights the Landlord shall use reasonable efforts to minimize interference with the Tenant's use and enjoyment of the Premises. The Landlord shall whenever possible give reasonable Notice to the Tenant prior to such entry (other than in the case of an emergency or apprehended emergency), but no such entry shall constitute a re entry by the Landlord or an eviction or entitle the Tenant to any abatement of Rent.

8.6 Relocation

The Landlord shall have the right from time to time, on not less than 60 days Notice to the Tenant, to relocate the Premises to other premises within the Project having approximately the same area as the Premises. If the Landlord relocates the Premises prior to occupancy by the Tenant, it shall reimburse the Tenant for all expenses already incurred by the Tenant in preparing to move into the Premises to the extent that such expenditure is for items or materials not usable in the alternate premises. If the Landlord relocates the Tenant after occupancy by the Tenant, the Landlord shall provide the relocated premises improved to a standard and using materials of approximately the same quality as the Leasehold Improvements which exist in the existing Premises at the time of relocation and reimburse the Tenant (upon receipt of copies of receipted third party invoices) for direct costs associated with the relocation, including, without limitation, moving costs, reprinting of a limited supply of stationery and supplies and disconnection and reconnection of telephone and computer equipment and systems. In no case will the Tenant be reimbursed or compensated for indirect costs including overhead, overtime charges or loss of profits and the Tenant will minimize costs by re-using all fixtures and trade fixtures from the Premises where it is feasible to do so. The Landlord agrees to use reasonable efforts to effect the relocation with a minimum of disruption to the Tenant's business. The Landlord and the Tenant shall enter into a lease amending agreement in the Landlord's standard form to confirm the terms of the relocation including, without limitation, any adjustment to the Basic Rent if the Rentable Area of the relocated premises is different than the Rentable Area of the existing Premises and to confirm that all other terms and conditions of this Lease shall apply with respect to the relocated premises for the remainder of the Term.

**ARTICLE 9
MAINTENANCE AND ALTERATIONS BY TENANT**

9.1 Maintenance and Repair by Tenant

The Tenant shall at its sole cost maintain and repair the Premises and all Leasehold Improvements in good order and first class condition as they would be kept by a reasonably prudent and careful owner, subject to reasonable wear and tear not inconsistent with such standard and with the exception only of those repairs which are the obligation of the Landlord under this Lease and subject to Article 14. Without limiting the generality of the foregoing, the Tenant shall at its sole cost service, maintain and repair to such first class standards any walls, ceilings, floors, exterior and interior glass and doors, plumbing, heating, air conditioning, mechanical and electrical systems, drains, overhead doors, loading docks, and related fixtures, apparatus and equipment in, forming part of or exclusively serving the Premises and any damage to the Premises or the Building caused by the use of the Premises or the Tenant or its employees, occupants or invitees including, without limitation, any damage to floors or other surfaces or any other part of the Premises, the Building Systems, the Building or the Common Areas and Facilities. In comply with such obligations, the Tenant shall comply with the Landlord's minimum maintenance and servicing guidelines as amended from time to time. The Landlord shall be entitled to arrange for any such service, maintenance or repair to be performed by the Tenant, in which event the Tenant shall reimburse the Landlord for the cost thereof attributable to the Premises as Additional Rent within 30 days of invoice. For the purposes of this section, the term "repair" shall include repair and replacement as necessary as determined by the Landlord, acting reasonably. The Tenant shall keep the sidewalks adjacent to the Premises, if any, clear of snow, debris or other items. The Premises and all window coverings, carpets and rugs of any kind in the Premises shall be cleaned and maintained by the Tenant in a prudent manner to the reasonable satisfaction of the Landlord. The Tenant shall not engage any Person to provide cleaning or janitorial services to the Premises without the Landlord's written consent.

9.2 Alterations by Tenant

The Tenant may from time to time at its own expense install Leasehold Improvements and alter existing Leasehold Improvements (the "Alterations") provided that:

- (a) all Alterations shall require the prior written approval of the Landlord;
- (b) the Tenant shall furnish the Landlord with two complete sets of professionally prepared working drawings (which shall include any architectural, structural, electrical, mechanical, computer system wiring and telecommunication plans) of the proposed Alterations. The Tenant shall retain

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the Landlord's base building mechanical, electrical and structural engineering consultants to ensure compatibility of the Building Systems and the Alterations. If the Tenant uses other consultants for the preparation of the Tenant's working drawings, then the Landlord may elect to retain architects and engineers to review such working drawings for the purpose of approving the proposed Alterations (it being understood that notwithstanding such approval, the Landlord shall have no responsibility with respect to the adequacy of such working drawings). The Tenant shall pay to the Landlord, on demand, the costs of the examination of such drawings by either the Landlord or an outside consultant plus an administration fee of 15% of such costs;

- (c) the Alterations shall be subject to the reasonable regulations, supervision, control and inspection by the Landlord and, in addition to any other payment contained in this Article, the Tenant shall pay to the Landlord, on demand, the Landlord's then current fee for coordination services provided by the Landlord during the Tenant's construction of its Alterations;
- (d) the Tenant shall provide, prior to the commencement of Alterations, evidence of required workers' compensation coverage and proof of owner and contractors protective liability insurance coverage, with the Landlord, any property manager and any Mortgagee as required by the Landlord, to be named as additional insureds, in amounts, with insurers, and in a form reasonably satisfactory to the Landlord, which shall remain in effect during the entire period in which the Alterations will be carried out. In addition, if reasonably requested by the Landlord, the Tenant shall provide proof of performance and payment bonds being in place;
- (e) the Tenant will deliver a list identifying every contractor and subcontractor, accompanied by an up-to-date valid clearance certificate for each of them issued by the appropriate workers' compensation, safety and insurance authority and the Landlord shall have approved, prior to commencement of the Alterations, such contractors and subcontractors and their respective labour affiliations. The Tenant will not use any contractor or permit the use of any sub-contractor that is not identified on the list;
- (f) if any proposed Alterations could affect the structure, the exterior walls or the Building Systems, the Landlord may require that any such Alterations be performed by either the Landlord or its contractors in which case the Tenant shall pay the Landlord's cost plus an administration fee of 15%;
- (g) the Tenant shall have provided to the Landlord a copy of the contract for the Alterations and evidence satisfactory to the Landlord as to the existence of all necessary permits which shall be obtained by the Tenants at its sole cost;
- (h) the Tenant shall perform the Alterations or cause the Alterations to be performed: (i) in accordance with any construction methods and procedures manual for the Building or the Project; (ii) in accordance with the plans and specifications submitted to and approved by the Landlord; (iii) in accordance with any conditions, regulations, procedures or rules imposed by the Landlord; (iv) in compliance with all Applicable Laws; and (v) in a good and workmanlike and expeditious manner using new materials;
- (i) the Landlord may inspect construction as it proceeds;
- (j) upon completion of the Alterations, the Tenant shall provide the Landlord with a complete set of "as built" drawings for the Alterations; and
- (k) if the Tenant fails to observe any of the requirements of this Article, the Landlord may require that construction stop and, at the Landlord's option, that the Premises be restored to their prior condition failing which the Landlord may do so and the Tenant shall pay the Landlord's cost plus an administration fee of 15%.

9.3 Removal of Improvements and Fixtures

All Leasehold Improvements shall immediately upon their placement become the Landlord's property without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant either during or at the expiry or earlier termination of the Term except that:

- (a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease; and
- (b) the Tenant shall, at its sole cost: (i) remove all of its trade fixtures; and (ii) remove such of the Leasehold Improvements and wiring, cables and related devices and equipment in the Premises and restore the Premises to the similar state and condition as at the Fixturing Date, all as the Landlord shall require by Notice prior to the expiration of the Term. Such removal and restoration shall be completed by the later of: (A) the end of the Term; and (B) 15 days after the Landlord's Notice, provided that in the event of termination of this Lease prior to the expiry of the Term, such

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removal and restoration shall be completed no later than 15 days after the date the Landlord recovers possession of the Premises.

The Tenant shall at its own expense repair any damage caused to the Project by the Leasehold Improvements, trade fixtures or wiring, cables and related devices and equipment and/or such removal and restoration. If the Tenant does not remove its trade fixtures, or wiring, cables and related equipment prior to the expiry or earlier termination of the Term, such trade fixtures or wiring, cables and related devices and equipment shall, at the option of the Landlord, be deemed abandoned and become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable and the Tenant shall pay to the Landlord on demand all costs incurred by the Landlord in connection therewith, plus an administration fee of 15% of the costs. Immediately prior to expiry or earlier termination of the Term, the Tenant shall restore any permitted signage areas, wash the floors, windows, doors, walls and other improvements, cause the window coverings, carpets and other surfaces to be professionally cleaned and shampooed and remove any stains in the Premises and service all systems and equipment in the Premises. If the Tenant fails to complete any work referred to in this Section within the period specified, the Tenant shall pay compensation to the Landlord for damages suffered by the Landlord for loss of use of the Premises, which damages shall not be less than 150% of the per diem Rent payable during the last month preceding the expiry or earlier termination of the Term.

9.4 Liens

The Tenant shall pay before delinquency for all materials supplied and work done in respect of the Premises so as to ensure that no lien or claim of lien is registered against any portion of the Lands or against the Landlord's or Tenant's interest in the Lands. If a lien or claim of lien is registered or filed, the Tenant shall discharge it at its expense within five Business Days after Notice from the Landlord (or sooner if such lien or claim is delaying a financing or sale of all or any part of the Lands), failing which the Landlord may at its option discharge the lien or claim of lien by paying the amount claimed to be due into court and the amount so paid and all expenses of the Landlord including legal fees (on a solicitor and client basis) shall be paid by the Tenant to the Landlord. The Tenant shall not mortgage, charge, grant a security interest in or otherwise encumber any Leasehold Improvements.

9.5 Notice by Tenant

The Tenant shall promptly notify the Landlord of any accident, defect, damage or deficiency which occurs or exists in any part of the Premises, the Building Systems within the Premises or the Common Areas and Facilities located on the floor(s) on which the Premises is located and which comes to the attention of the Tenant.

**ARTICLE 10
USE OF PREMISES**

10.1 Permitted Use

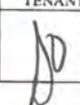
The Tenant shall continuously use the whole of the Premises only for the Permitted Use set forth in Section 1.1(m) for its business, which the Tenant shall operate in a first-class, reputable manner befitting the reputation and image of the Building, and for no other purpose. The Tenant shall not use the Premises in a manner which does or could result in excessive demands being placed on the Building Systems or other Common Areas and Facilities (including Shared Common Areas and Facilities). The Tenant will not permit auction, fire, distress, going out of business and bankruptcy sales to be conducted in or about the Premises without first obtaining written consent of the Landlord which may be withheld in the Landlord's sole discretion.

10.2 Compliance with Laws

The Tenant shall use and occupy and shall cause the Premises to be used and occupied in compliance with all Applicable Laws and in a safe, careful and proper manner. It is the Tenant's sole responsibility to ensure that its use from time to time is permitted by all Applicable Laws and to obtain any permits or approvals required to lawfully occupy the Premises. Within 30 days of commencing business in the Premises, the Tenant shall deliver to the Landlord an occupancy or tenancy permit duly issued by the appropriate municipal or planning authority approving the use and occupancy of the Premises by the Tenant. At the Landlord's request the Tenant shall comply with any directive, policy or request of any governmental or quasi governmental authority or any other reasonable request of the Landlord, in respect of any energy conservation, waste management, safety, security or other matter relating to the operation of the Building or the Project. If due primarily to the Tenant's use or occupancy of the Premises, improvements or changes are necessary to comply with any Applicable Laws or with any such directive, policy or request or with the requirements of insurance carriers, the Landlord may at its option either do the necessary work, at the expense of the Tenant, or forthwith give Notice to the Tenant to do such work within the requisite period of time and the Tenant shall then do such work within the requisite period of time. The Tenant shall pay to the Landlord the costs of any such work done by the Landlord.

10.3 Nuisance, Interference, Waste, Overloading

The Tenant shall not cause or allow any act or thing which constitutes a nuisance or which is offensive to the Landlord or other occupants of the Project or which interferes with the operation of any Building Systems or with

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the computer equipment, telecommunication equipment or other technological equipment of the Landlord, any service providers or other occupants of the Project. The Tenant shall keep the Premises free of debris and other items that might attract rodents or vermin and free of anything of a dangerous, noxious or offensive nature or which could create a fire, environmental, health or other hazard (including any electromagnetic fields or other forms of radiation) or undue vibration, heat or noise. The Tenant shall not cause or allow any overloading of the floors of the Building or the bringing into any part of the Project, including the Premises, of any articles or fixtures that by reason of their weight, use or size might damage or endanger the structure or any of the Building Systems.

10.4 Rules and Regulations

The Tenant shall comply and cause every Person over whom it has control to comply with the Rules and Regulations. The Landlord shall have the right from time to time to make reasonable amendments, deletions and additions to such Rules and Regulations. If the Rules and Regulations conflict with any other provisions of this Lease, the other provisions of this Lease shall govern. The Landlord shall not be obligated to enforce the Rules and Regulations and shall not be responsible to the Tenant for failure of any Person to comply with the Rules and Regulations. The Rules and Regulations may differentiate between different types of tenants, different parts of the Building or the Project or otherwise. The Landlord agrees that it will not enforce the Rules and Regulations in a manner that is discriminatory to the Tenant. The Tenant shall further comply with all applicable regulations, recommendations, notices or orders of the Canadian Fire Underwriter's Association or any body having similar functions or of any liability or property insurers of the Tenant or the Landlord. The Tenant shall provide a copy of any information relating to the foregoing to the Landlord within seven days of receipt thereof including, without limitation, any fire, building or occupational health and safety inspection.

10.5 Hazardous Substances

- (a) **"Environmental Law"** means any law, by law, order, ordinance, ruling, regulation, certificate, approval, policy, guideline, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction, as well as any common law obligations or requirements, relating to environmental or health and safety matters and/or regulating the generation, import, storage, distribution, labelling, sale, use, handling, transport or disposal of any Hazardous Substance which may be in force from time to time applicable to this Lease or the Project or any part thereof given the permitted use of the Lands and the nature of the business conducted thereon as permitted by Applicable Laws.

"Hazardous Substance" means any material or substance declared or deemed to be hazardous, deleterious, caustic, dangerous, a dangerous good, toxic, a contaminant, a waste, a source of a contaminant, a pollutant or toxic under any Environmental Law; any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety or welfare of persons or the health of animal life interferes with normal enjoyment of life or property or causes damage to plant life or to property; and any substance which is hazardous to the environment, including persons or property and includes, without limiting the generality of the foregoing, the following: radioactive materials, explosives and any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant.

- (b) The Tenant covenants and agrees that it will:
 - (i) not bring or allow any Hazardous Substance to be brought onto the Project or the Premises except with the prior written consent of the Landlord (which may be withheld in the Landlord's sole discretion) and in compliance with Environmental Law;
 - (ii) comply at all times and require all those for whom the Tenant is in law responsible to comply at all times with Environmental Law, including Waste Hazardous Material Information System (WHMIS) as it affects the Premises or the Project;
 - (iii) give notice to the Landlord, by way of providing a copy of the Material Safety Data Sheet (MSDS) of the presence at any time during the Term of any Hazardous Substance on the Premises (or the Project if such substance is in the control of the Tenant) together with such information concerning such Hazardous Substance and its presence on the Premises or the Project as the Landlord may require;
 - (iv) give notice to the Landlord of any occurrence which might give rise to a duty under Environmental Law by either the Tenant or the Landlord with respect to the presence of any Hazardous Substance on the Premises or the Project including, without limitation, notice of any discharge, release, leak, spill or escape into the environment of any Hazardous Substance at, to or from the Premises or the Project;
 - (v) in any case where the Tenant has given Notice as to the presence of a Hazardous Substance at the Premises or the Project, or is required to give such Notice, or where the Landlord has reasonable grounds to believe that any Hazardous Substance is going to be or has been brought to the Premises or the Project by the Tenant or any person for whom

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the Tenant is in law responsible, to commission an environmental audit at the Tenant's expense when required by the Landlord to do so;

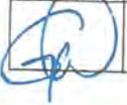
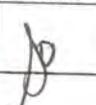
- (vi) comply with any investigative, remedial or precautionary measures required under Environmental Law or as reasonably required by the Landlord, be fully and completely liable to the Landlord for any and all investigation, clean up, remediation, restoration or monitoring costs or any costs incurred to comply with Environmental Law or any request by the Landlord that such measures be taken;
 - (vii) protect, indemnify and save each of the Landlord and its directors, officers, employees, agents, successors and assigns completely harmless from and against any environmental claim, directly or indirectly incurred, sustained or suffered by or asserted against the Landlord or its directors, officers, employees, agents, successors and assigns caused by or attributable to, either directly or indirectly, any act or omission of the Tenant or any person for whom the Tenant is in law responsible;
 - (viii) enter into any additional contract of insurance respecting the Premises which the Landlord may reasonably require to protect the Landlord and its directors, officers, employees, agents, successors and assigns from any environmental claim respecting the Premises;
 - (ix) provide to the Landlord such security as the Landlord may from time to time require, acting reasonably, to ensure compliance by the Tenant of its covenants herein contained; and
 - (x) provide access to the Premises for the Landlord or its agent to conduct an environmental audit of the Premises, at the Tenant's expense, at least 2 months prior to the expiry of the Term.
- (c) The Tenant hereby authorizes the Landlord to make inquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with the Environmental Law at the Premises, and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Landlord or its agent may inspect the Premises from time to time without notice, in order to verify the Tenant's compliance with the Environmental Law and the requirements of this Lease respecting Hazardous Substance. If the Landlord suspects that the Tenant is in breach of any of its covenants herein, the Landlord and its agent shall be entitled to conduct an environmental audit immediately and the Tenant shall provide access to the Landlord and its agent for the purpose of conducting an environmental audit. Such environmental audit shall be at the Tenant's expense, and the Tenant shall forthwith remedy any problems identified by the environmental audit, and shall ensure that it complies with all of its covenants herein. Upon request by the Landlord from time to time, the Tenant shall provide to the Landlord a certificate executed by a senior officer of the Tenant certifying ongoing compliance by the Tenant with its covenants contained herein.
- (d) If the Tenant brings on to or creates upon the Premises or the Project any Hazardous Substance or if the conduct of the Tenant's business causes any Hazardous Substance upon the Project or the Premises then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Premises or the Project and notwithstanding the expiry or earlier termination of this Lease.

**ARTICLE 11
INSURANCE, LIABILITY AND INDEMNITY**

11.1 Tenant's Insurance

The Tenant shall affect and maintain during the Term at its sole cost and expense:

- (a) "all risks" insurance upon all property owned by the Tenant or by others and for which property the Tenant is responsible located in the Project including equipment, furniture, fixtures and Leasehold Improvements in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, all such items;
- (b) if applicable, comprehensive form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement cost of all Leasehold Improvements and all property in the Premises not owned by the Landlord;
- (c) commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury, economic loss and property damage arising from occurrences in or about the Project or arising from or in any way relating to the Tenant's use or occupancy of the Premises or

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the Project, contractual liability (including coverage of the indemnities provided for in this Lease), non-owned automobile liability and owner and contractors' protective liability, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Building is located (as determined by the Landlord), but not less than \$5,000,000.00 in respect of each occurrence;

- (d) Tenant's legal liability insurance for the full replacement cost of the Premises including loss of the use of the Premises;
- (e) business interruption insurance for a minimum period of 24 months in an amount that will reimburse the Tenant for direct or indirect loss of earnings attributable to all perils insured against in Sections 11.1(a) and 11.1(b) or attributable to prevention of access to the Premises or the Building as a result of any such perils, including extra expense insurance if applicable; and
- (f) any other form of insurance that the Landlord or any Mortgagee may reasonably require from time to time in form, amounts and for insurance risks acceptable to the Landlord and any Mortgagee.

Should the Tenant fail to maintain any of the insurance required pursuant to this Section 11.1 and should such default continue for two Business Days after Notice to the Tenant, then in addition to any other rights and remedies, the Landlord may, but shall have no obligation to, elect to obtain the required insurance and the Tenant shall upon demand pay to the Landlord, as Rent, the Landlord's cost of obtaining such insurance.

11.2 Form of Tenant Policies

Each policy required pursuant to Section 11.1 shall be in a form and with insurers acceptable to the Landlord, acting reasonably, having reasonable deductibles, and: (a) the insurance described in Sections 11.1(a) and 11.1(b) and any other property damage insurance shall include, as additional named insureds (but without liability for premiums) as its interests may appear the Landlord, any Mortgagee and other Persons with an interest in the Project from time to time designated in writing by the Landlord; (b) the insurance described in Section 11.1(c) shall include as additional named insureds (but without liability for premiums) the Landlord, any Mortgagee, any other Persons with an interest in the Project from time to time designated in writing by the Landlord and any property manager or facilities manager retained by the Landlord in respect of the Project; (c) all property damage and liability insurance shall contain provisions for cross-liability and severability of interests among the Landlord, the other insureds and the Tenant; (d) all property damage insurance (including boiler and machinery insurance) shall contain a waiver of any rights of subrogation which the insurer may have against the Landlord and those for whom the Landlord is in law responsible whether the damage is caused by the act, omission or negligence of the Landlord or such other Persons; and (e) shall contain a provision that the Tenant's insurance shall be primary and shall not call into contribution any other insurance available to the Landlord.

11.3 Certified Copies and Notice to Landlord

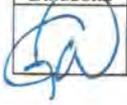
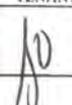
The Tenant shall provide to the Landlord, prior to the Commencement Date, certified copies or other evidence satisfactory to the Landlord that the Tenant has obtained all insurance policies required by this Lease and shall provide written evidence of the continuation of such policies not less than ten days prior to their respective expiry dates. Each policy required pursuant to Section 11.1 shall provide that: (a) the insurer must notify the Landlord and any Mortgagee in writing at least 30 days prior to any material change detrimental to the Landlord or any Mortgagee or the cancellation of any such policy; (b) the policy shall not be invalidated in respect of the interests of the Landlord or any Mortgagee or any other additional named insureds by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policy; and (c) the policy shall be non-contributing with, and shall apply only as primary and not excess to any other insurance available to all and any of the Landlord, any Mortgagee or any other additional named insured referred to above.

11.4 Landlord's Insurance

The Landlord shall effect and maintain during the Term: (a) liability insurance; (b) "all risks" property insurance; (c) boiler and machinery insurance; and (d) such other insurance on the Building and all property and interest of the Landlord in the Building or any part thereof as determined by the Landlord, in each case, to the extent, with coverage and in amounts as determined by the Landlord from time to time. The Tenant agrees that notwithstanding the Tenant contributes to the cost of the Landlord's insurance with respect to the Project, the Tenant shall not have any insurable interest in, or any right to recover any proceeds under any of the Landlord's insurance policies.

11.5 Insurance Risks

The Tenant shall not do, omit to do, or permit to be done or omitted to be done upon the Premises or any other portion of the Project anything that may contravene or be prohibited by any of the Landlord's insurance policies in force from time to time covering or relevant to any part of the Project or which would prevent the Landlord from procuring such policies with companies acceptable to the Landlord. If the occupancy of the Premises, the conduct of business in the Premises or any acts or omissions of the Tenant in the Premises or any other portion of the Project causes or results in any increase in premiums for any of the Landlord's insurance policies, then, without limiting any other rights or remedies of the Landlord, the Tenant shall pay any such increase as Additional Rent forthwith upon receipt of the invoices of the Landlord for such additional premiums. A written report by an Expert concerning the

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cause of any increase in premiums will be accepted as conclusive evidence of the cause for the purposes of determining the Tenant's liability to pay for increases as Additional Rent.

11.6 Release of Landlord

The Tenant hereby releases the Landlord from any and all claims, actions, causes of action, damages, demands for damages and other liabilities, howsoever arising, that may be made by the Tenant against the Landlord under the provisions of this Lease to the extent of all insurance proceeds paid under the policies of insurance maintained by the Tenant or which would have been paid if the Tenant had maintained the insurance required under this Lease and had diligently processed any claims thereunder. In addition and without limitation, the Tenant agrees that the Landlord, regardless of negligence or alleged negligence on the part of the Landlord or any breach of the Lease by the Landlord and, notwithstanding anything else herein contained, shall not be liable for and hereby releases the Landlord from:

- (a) any and all claims, actions, causes of action, damages, demands for damages and other liabilities:
 - (i) for or related to any bodily injury, personal injury, illness or discomfort to or death of the Tenant or any of its agents, officers, contractors, employees, invitees, licensees and any other Person for whom the Tenant is legally responsible in or about the Project or the Premises; and
 - (ii) for or related to any loss or damage to property owned by the Tenant or by others and for which property the Tenant is responsible in or about the Project or the Premises, and, without limiting the foregoing, the Landlord shall not be liable for any damage caused by steam, water, rain or snow which may leak into, issue or flow from part of the Project, including the Premises, or from the pipes or plumbing works thereof, or from any other place or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring;
- (b) any loss or damage caused as a result of any damage, destruction, construction, alteration, expansion, expropriation, reduction, repair or reconstruction from time to time of the Project, any parts or components of the Project or of improvements on adjoining properties or by anything done or omitted to be done by any other tenant or occupant;
- (c) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by Landlord to perform janitorial services, security services, supervision or any other work in or about the Premises or the Project;
- (d) any loss or damage, however caused, to books of account, records, files, money, securities, negotiable instruments, papers, computer disks, tapes, software, data and other electronic files and their storage media of any kind or to other valuables of the Tenant including art, artworks, statuary, antiques, gems and precious metals of the Tenant and of others;
- (e) any loss or damage arising from obstruction of deliveries to or from the Premises or interruption, cessation, faulty operation, breakdown or failure of any Building Systems, including but not limited to, the supply of any utilities, telecommunication services (whether controlled or owned by the Landlord or not) or other services in, to or serving the Project or the Premises, whether they are supplied by the Landlord or by others; and
- (f) any indirect or consequential damages including, but not limited to, loss of profit.

11.7 Release of Tenant

The Landlord hereby releases the Tenant, and its agents, officers and employees, and any other Person for whom the Tenant is legally responsible from any liability or claim that may be made by the Landlord against the Tenant under the provisions of this Lease with respect to such loss to the extent of the lesser of: (a) the amount, if any, by which such loss exceeds the amount of insurance the Tenant is required to maintain under the terms of this Lease or actually maintains, whichever is greater; and (b) the proceeds actually paid to the Landlord with respect to such loss under the policies of insurance maintained by the Landlord pursuant to Section 11.4 or which would have been paid if the Landlord had maintained the insurance required under this Lease and had diligently processed any claims thereunder. This release shall be operative only if it is not prohibited by the Landlord's insurance policies and would not place the Landlord in breach of such policies or expose the Landlord to additional costs under or in connection with such policies.

11.8 Indemnity by Tenant

The Tenant shall indemnify and save harmless the Landlord from and against any and all claims, actions, causes of action, damages, demands for damages, losses and other liabilities and expenses (including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis) due to or arising from or out of, subject to Section 11.7, any occurrence in, on or at the Premises or the occupancy or use by the Tenant of the Premises or any other part of the Project or occasioned wholly or in part by any act or omission of the Tenant, its officers, employees, agents, contractors,

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invitees, licensees or by any Person permitted by the Tenant to be on the Premises or the Project or due to or arising out of any breach by the Tenant of this Lease.

**ARTICLE 12
ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS**

12.1 Transfers

The Tenant shall not enter into, consent to, or permit any Transfer without the prior written consent of the Landlord, which consent shall not be unreasonably withheld but shall be subject to the Landlord's rights under Section 12.2. The Tenant shall pay to the Landlord its then current reasonable charge and all costs incurred (including legal fees and disbursements) in respect of the proposed Transfer. Notwithstanding any statutory provision to the contrary, it shall not be considered unreasonable for the Landlord to withhold its consent if, without limiting any other factors or circumstances which the Landlord may reasonably take into account:

- (a) an Event of Default on the part of the Tenant hereunder has occurred and is continuing;
- (b) the proposed Transfer would be or could result in violation or breach of any covenants or restrictions binding the Landlord in favour of other tenants or occupants, or prospective tenants or occupants, of the Project or owners or occupants of adjacent parcels or other persons;
- (c) in the Landlord's reasonable opinion:
 - (i) either the financial background or the business history and capability of the proposed Transferee is not satisfactory;
 - (ii) the nature or character of the proposed business of the proposed Transferee is such that it might harm the Landlord's business or reputation or reflect unfavourably on the Project, the Landlord, or other tenants of the Project, or the image of any of them, or is unethical, immoral or illegal;
 - (iii) the use of the Premises by the proposed Transferee could be incompatible with the other businesses or activities being carried on in the Project or could result in excessive demands being placed on the Building Systems or other Common Areas and Facilities and/or Shared Common Areas and Facilities; or
 - (iv) if the Transfer affects less than all of the Premises, the portion affected or the portion remaining are not acceptable in respect of size, access or configuration;
- (d) the proposed Transferee or any principal of the proposed Transferee or any principal shareholder of the proposed Transferee has a history of defaults under other commercial leases or does not have a satisfactory history of compliance with laws;
- (e) the Landlord at the time has, or will have in the next ensuing three month period, other premises in the Project suitable for leasing to the proposed Transferee;
- (f) the basic and additional rent payable by the Transferee is less than the Basic Rent and Additional Rent payable by the Tenant hereunder as at the effective date of the Transfer except in the case where the Landlord determines, in its sole discretion, that payment of lesser rent by the Transferee will not detrimentally affect the leasing program for the Project; or
- (g) the proposed Transfer is to: (i) an existing tenant or occupant of the Project or of any other building owned or managed by the Landlord or any of its affiliates within the same market area as determined by the Landlord; or (ii) a consulate, embassy, trade commission or other representative of a foreign government; or (iii) a government, quasi-government or public agency, service or office.

Any consent by the Landlord to a Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer.

12.2 Tenant's Notice, Landlord's Right to Terminate

If the Tenant intends to affect a Transfer, the Tenant shall give prior Notice to the Landlord of such intent specifying the identity of the Transferee, the type of Transfer contemplated, the part of the Premises affected and the financial and other terms of the Transfer, and shall provide such financial, business or other information relating to the proposed Transferee and its principals as the Landlord or any Mortgagee reasonably requires, together with copies of all documents which record the particulars of the proposed Transfer. The Landlord shall, within 15 days after having received such Notice and all requested information, notify the Tenant either that:

- (a) it consents or does not consent to the Transfer in accordance with the provisions of this Lease; or

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- (b) it elects to terminate this Lease as to the part of the Premises affected by the proposed Transfer, or as to the whole Lease and Premises if the proposed Transfer affects all of the Premises, which election the Landlord shall be entitled to make in its sole discretion.

If the Landlord elects to terminate this Lease it shall stipulate in its Notice the termination date of this Lease, which date shall be the date of possession contemplated under the proposed Transfer (provided that if such date is less than 30 days following the giving of Notice of such election, the Landlord may elect to have the termination date 30 days following the giving of Notice). If the Landlord elects to terminate this Lease, the Tenant may notify the Landlord within ten days following receipt of such Notice of the Tenant's intention to refrain from such Transfer and, if the Tenant provides such Notice within such time period, then the Landlord's election to terminate this Lease shall become void. If the Tenant fails to deliver such Notice within such time period, then this Lease shall, as to the whole or affected part of the Premises, as the case may be, be terminated on the date of termination stipulated by the Landlord in its Notice of election to terminate. If the Tenant is required to deliver possession of a part only of the Premises, the Tenant shall pay all costs incurred in connection with rendering that part functionally separate and suitable for separate use and occupancy, including partitioning and providing entrances and services.

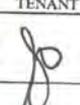
12.3 Conditions of Transfer

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

- (a) the Tenant and the Transferee shall execute, prior to the Transfer being made, an agreement with the Landlord in the Landlord's form including the Transferee's covenant to be bound by all of the terms of this Lease;
- (b) notwithstanding any Transfer, the Tenant shall remain liable under this Lease and shall not be released from performing any of the terms of this Lease. The Tenant's liability shall continue notwithstanding any amendment of this Lease throughout the Term and any exercise of any renewal or extension of the Term provided for herein, regardless of whether or when an amendment of this Lease is made (however the original Tenant's liability will not be increased by any amendment that it is not a party to) and notwithstanding that the Landlord may collect Rent from the Transferee;
- (c) if the basic and additional rent (net of reasonable out of pocket costs for commissions, for cash allowances and for Alterations required by and made for the Transferee by the Tenant, amortized on a straight line basis over the term of the Transfer) to be paid by the Transferee under such Transfer exceeds the Basic Rent and Additional Rent payable by the Tenant hereunder, the amount of such excess shall be paid by the Tenant to the Landlord. If the Tenant receives from any Transferee, either directly or indirectly, any consideration other than basic rent or additional rent for such Transfer, either in the form of cash, goods or services, the Tenant shall immediately pay to the Landlord an amount equivalent to such consideration;
- (d) if the Transfer is a sublease, the Transferee will agree to waive any statutory or other right to apply to a court or to otherwise elect to: (i) retain the unexpired term of the Lease or the unexpired term of the sublease; (ii) obtain any right to enter into any lease or other agreement directly with the Landlord; or (iii) otherwise remain in possession of any portion of the Premises, in any case where the Lease is terminated, surrendered or otherwise cancelled, including, without limitation, any disclaimer, repudiation, surrender or other termination (each of these transactions being referred to as an "Early Termination") by any trustee in bankruptcy of the Tenant or a Transferee, by any court appointed officer, or by the Tenant or a Transferee in connection with any insolvency proceedings and, if such waiver is not enforceable and the Transferee pursues any such rights, the Transferee shall pay rent equal to the greater of the rent under the Lease, the sublease or Market Rent whichever is highest;
- (e) if there is an Early Termination, the Tenant and any Transferee (except the bankrupt or insolvent Tenant or Transferee) to whom the Landlord gives Notice within 60 days after the Early Termination, shall be considered to have entered into a lease with the Landlord on the same terms and conditions as are contained in this Lease except that the term of the lease shall commence on the date of the Early Termination and shall expire on the date this Lease would have expired but for the Early Termination; and
- (f) notwithstanding the effective date of any permitted Transfer as between the Tenant and the Transferee, all Rent for the month in which such effective date occurs shall be paid in advance by the Tenant so that the Landlord will not be required to accept partial payments of Rent for such month from either the Tenant or the Transferee.

12.4 Corporate Records

Upon the Landlord's request, the Tenant shall: (a) deliver a statutory declaration by one of its senior officers setting forth the details of its corporate and capital structure; and (b) make available to the Landlord or its representatives all

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of its corporate or partnership records, as the case may be, for inspection at all reasonable times, in order to ascertain whether any Change of Control has occurred.

12.5 Permitted Transfers

Notwithstanding Section 12.1 and provided that the Required Conditions are satisfied and there is not then an Event of Default, the Tenant shall have the right on prior Notice to the Landlord, but without being required to obtain the Landlord's consent, to effect a Transfer in compliance with Section 12.3 in favour of a Permitted Transferee and the Landlord's right to terminate shall not apply to such a Transfer.

12.6 No Advertising

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

12.7 Sales or Dispositions by Landlord

The Landlord shall have the unrestricted right to sell, transfer, lease, license, charge or otherwise dispose of all or any part of its interest in the Building and/or the Project or any interest of the Landlord in this Lease. In the event of any sale, transfer, lease or other disposition of the Project or the Lease, the Landlord shall thereupon, and without further agreement, be released of all liability under this Lease arising from and after such disposition. If required by the Landlord in connection with any sale, transfer, financing, charge or other disposition the Tenant shall, within five Business Days of request, provide to the Landlord, prospective purchasers and Mortgagees and their respective agents and consultants, access to the current financial statements of the Tenant and any Indemnifier. If the Tenant is listed on a recognized stock exchange in Canada or the United States, the Tenant agrees to provide instead copies of the Tenant's annual reports, quarterly reports and all other publicly distributed reporting materials.

**ARTICLE 13
LANDLORD FINANCING AND STATUS CERTIFICATES**

13.1 Subordination and Postponement

- (a) This Lease and the rights of the Tenant in this Lease shall be subject and subordinate to any and all Mortgages and the Tenant, on request by and without cost to the Landlord, shall, within five Business Days after such request, execute and deliver any and all instruments required by the Landlord to evidence such subordination. Upon request by the Tenant at the time of any request for confirmation of subordination, the Landlord shall make reasonable commercial efforts to obtain from any Mortgagee a non-disturbance agreement in the Mortgagee's form addressed to the Tenant, whereby such Mortgagee acknowledges that, in the event of any such Mortgagee realizing upon the security, it will not disturb the Tenant's possession under this Lease in accordance with its terms, so long as the Tenant is not in default, on and subject to the provisions of such non-disturbance agreement.
- (b) The Landlord, as to any Mortgage, and a Mortgagee, as to any Mortgage held by it, may, by Notice to the Tenant, elect that this Lease and the rights of the Tenant hereunder shall be prior to such Mortgage(s) and the Tenant, on request by and without cost to the Landlord, shall, within five Business Days after such request, execute and deliver any and all instruments required by the Landlord or the Mortgagee, as the case may be, to confirm priority to this Lease over the Mortgage(s).

13.2 Attornment

At any time after any of the following has occurred:

- (a) if a Mortgagee delivers a Notice of attornment;
- (b) if a Mortgagee shall take possession of the Building or the Premises; or
- (c) if the interest of the Landlord is transferred to any Person (in this Article referred to as a "Purchaser") by reason of foreclosure or other proceedings for enforcement of any Mortgage, or by delivery of a conveyance,

the Tenant shall, at the option of the Mortgagee or the Purchaser, as the case may be, exercisable by Notice in writing to the Tenant, be deemed to have attorned to the Mortgagee or the Purchaser, as the case may be, upon receipt of such Notice. The Landlord, the Mortgagee or the Purchaser, as the case may be, may require the Tenant to enter into an attornment agreement in the Mortgagee's form together with all instruments required by the Landlord, the Mortgagee or the Purchaser, as the case may be, to confirm such attornment. Upon such attornment the obligations of the Tenant under this Lease shall continue in full force and effect upon all the same terms, conditions and covenants in this Lease on and subject to the provisions of any such attornment agreement.

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13.3 Status Certificates

The Tenant shall at any time and from time to time execute and deliver to the Landlord, or as the Landlord, a Mortgagee or a Purchaser may direct, within five Business Days after it is requested, a certificate of the Tenant, in the form supplied, addressed to the Landlord, the Mortgagee or the Purchaser, as the case may be, and/or any prospective purchaser, lessor or Mortgagee, certifying such particulars, information and other matters in respect of the Tenant, the Premises and this Lease that the Landlord, the Mortgagee or the Purchaser, as the case may be, may request.

13.4 Reliance

Notwithstanding that a Mortgagee or a Purchaser is not a party to this Lease, it shall be entitled to rely upon and enforce the provisions of this Lease which are stated to be for its benefit and, without limitation, the Mortgagee shall be entitled to act as agent for the Landlord to the extent necessary to enforce any such provisions.

**ARTICLE 14
DAMAGE, DESTRUCTION, DEMOLITION**

14.1 Damage to Premises

If all or any material part of the Premises is rendered untenable or completely inaccessible by damage from fire or other casualty to the Building or the Project, then:

- (a) if in the reasonable opinion of the Expert, the damage can be substantially repaired under Applicable Laws within 180 days from the date of such casualty (employing normal construction methods without overtime or other premium), the Landlord shall forthwith repair such damage other than damage to Leasehold Improvements and any other property that is not the responsibility of or is not owned by Landlord; and
- (b) if in the reasonable opinion of the Expert, the damage cannot be substantially repaired under Applicable Laws within 180 days from the date of such casualty (employing normal construction methods without overtime or other premium), then:
 - (i) the Landlord may elect to terminate this Lease as of the date of such casualty by Notice delivered to the Tenant not more than 20 days after receipt of the Expert's opinion; and
 - (ii) if such damage occurs during the last two Lease Years, the Tenant may elect to terminate this Lease as of the date of such casualty by Notice delivered to Landlord not more than 20 days after receipt of the Expert's opinion,

failing which the Landlord shall forthwith repair such damage other than damage to Leasehold Improvements or property that is not the responsibility of or is not owned by Landlord.

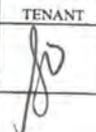
14.2 Abatement

If the Landlord is required to repair damage to the Premises under Section 14.1 the Basic Rent payable by the Tenant shall be proportionately reduced to the extent that the Premises are rendered untenable or inaccessible, from the date of the casualty until 30 days after completion by the Landlord of the repairs to the Premises or until the Tenant again uses the Premises (or the part thereof rendered untenable), whichever first occurs. The Tenant shall affect its own repairs as soon as possible after completion of the Landlord's repairs. Notwithstanding the foregoing, there shall be no abatement or reduction of Basic Rent where the Landlord's repairs to the Premises take less than ten days to complete after the damage occurs.

14.3 Termination Rights

Notwithstanding anything else contained in this Lease, if: (a) either the Building or the Project is partially destroyed or damaged so as to affect 25% or more of the Rentable Area of the Building or the Project; or (b) in the reasonable opinion of the Expert the Building is unsafe or access or services are affected and, in either case, cannot be substantially repaired under Applicable Laws within 180 days from the date of such casualty (employing normal construction methods without overtime or other premium); or (c) the proceeds of insurance are substantially insufficient to pay for the costs of repair or rebuilding or are not payable to or received by the Landlord; or (d) damage or destruction is caused by an occurrence against which the Landlord is not insured or beyond the extent to which the Landlord is required to insure under this Lease; or (e) any Mortgagee(s) or other Person entitled to the insurance proceeds shall not consent to the repair and rebuilding, then the Landlord may terminate this Lease by giving to the Tenant Notice of such termination within 60 days of the damage or destruction, in which event the Term shall cease and be at an end as of the date of such damage or destruction and the Rent and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of termination (subject to any abatement under Section 14.2).

Notwithstanding anything else contained in this Lease, the Landlord shall be entitled from time to time to make changes to the Project or any part thereof including the demolition, removal, relocation or alteration of any buildings or improvements including the Building and, if the Landlord elects to make such changes, then the Landlord shall

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have the right to cancel and terminate this Lease upon six months Notice in writing to the Tenant, in which event the Term shall cease and be at an end as of the date set forth in such Notice and the Rent and all other payments for which the Tenant is liable under the Terms of this Lease shall be apportioned and paid in full to the date of termination (subject, if such demolition results from damage and destruction, to any abatement under Section 14.2).

14.4 Landlord's Rights on Rebuilding

In the event of damage to the Building or the Project and if this Lease is not terminated in accordance with Sections 14.1 or 14.3, the Landlord shall forthwith repair any damage to the Building or the Project to the extent of the Landlord's obligations under this Lease and exclusive of any Tenant's responsibilities with respect to such repair. In repairing or rebuilding the Building or the Project or the Premises the Landlord may use drawings, designs, plans and specifications other than those used in the original construction and may alter or relocate the Building on the Lands, the Common Areas and Facilities and the Shared Common Areas and Facilities or any parts thereof, and may alter or relocate the Premises, provided that the Building or the Project as repaired or rebuilt is of a similar standard and the Premises as altered or relocated shall be of approximately the same size as the original Premises.

**ARTICLE 15
DEFAULT AND REMEDIES**

15.1 Events of Default

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent is in arrears and is not paid within five days after Notice from the Landlord;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 15.1, after Notice from the Landlord:
 - (i) the Tenant fails to remedy such breach within ten days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten days or such shorter period, the Tenant fails to commence to remedy such breach within such ten days or shorter period or thereafter fails to proceed diligently to remedy such breach;
- (c) the Lease or any goods, chattels or equipment of the Tenant is seized, taken or exigible in execution or in attachment or if a writ of execution or enforcement is issued against the Tenant and such writ is not stayed or vacated within ten days after the date of such issue;
- (d) the Tenant or any Indemnifier becomes insolvent or commits an act of bankruptcy or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment, compromise or arrangement with its creditors, or if a receiver is appointed for all or part of the business, property, affairs or revenues of the Tenant;
- (e) the Tenant makes a bulk sale of its goods (other than in conjunction with a Transfer approved by the Landlord) or moves or commences, attempts or threatens to move its goods, chattels and equipment out of the Premises (other than in the normal course of its business);
- (f) the Tenant abandons or attempts to abandon the Premises or ceases to conduct business from the Premises, or the Premises become vacant or substantially unoccupied for a period of ten consecutive days; or
- (g) the Tenant purports to affect a Transfer other than in compliance with the provisions of this Lease.

15.2 Remedies

If and whenever an Event of Default occurs, the Landlord shall have the following rights and remedies, exercisable immediately and without further Notice and at any time while the Event of Default continues:

- (a) to terminate this Lease and re enter the Premises. The Landlord may remove all Persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without Notice to the Tenant. Notwithstanding any termination of this Lease, the Landlord shall be entitled to receive Rent and all Rental Taxes up to the time of termination plus accelerated Rent as provided in this Lease and damages including, without limitation: (i) damages for the loss of Rent suffered by reason of this Lease having been prematurely terminated; (ii) costs of reclaiming, repairing and re-leasing the Premises; and (iii) legal fees and disbursements on a solicitor and client basis;
- (b) to enter the Premises as agent of the Tenant and to relet the Premises for whatever length of time and on such terms as the Landlord in its discretion may determine including, without limitation the right to: (i) take possession of any property of the Tenant on the Premises; (ii) store such property

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at the expense and risk of the Tenant; (iii) sell or otherwise dispose of such property in such manner as the Landlord sees fit; and (iv) make alterations to the Premises to facilitate the reletting. The Landlord shall receive the rent and proceeds of sale as agent of the Tenant and shall apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable. The Tenant shall remain liable for any deficiency to the Landlord;

- (c) to remedy or attempt to remedy the Event of Default for the account of the Tenant and to enter upon the Premises for such purposes. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy the Event of Default. The Tenant shall pay to the Landlord, on demand, all expenses incurred by the Landlord in remedying the Event of Default, together with an administration fee of 15% and interest at the Default Rate from the date such expense was incurred by Landlord;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of the Event of Default including any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three months' instalments of Rent, which shall immediately become due and payable as accelerated rent.

15.3 Distress

Notwithstanding any provision of this Lease or any provision of any present or future Applicable Laws, none of the goods, chattels or trade fixtures on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

15.4 Interest and Costs

The Tenant shall pay to the Landlord upon demand: (a) interest at the Default Rate on all Rent required to be paid hereunder from the due date for payment until fully paid and satisfied; and (b) the Landlord's then current reasonable administration charge for each Notice of default given by the Landlord to the Tenant under this Lease. The Tenant shall pay and indemnify the Landlord against damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

15.5 Remedies Cumulative

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from exercising or invoking any other remedy, whether allowed under this Lease or generally at law or in equity, and the express provisions of this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord generally at law or in equity.

**ARTICLE 16
MISCELLANEOUS**

16.1 Relationship of Parties

Nothing contained in this Lease shall create any relationship between the parties other than that of landlord and tenant, and, without limitation, nothing in this Lease shall be construed to constitute the Landlord and the Tenant as partners, joint venturers or members of a joint or common enterprise.

16.2 Consent Not to be Unreasonably Withheld

Except where expressed to be in a party's sole discretion or as otherwise specifically provided in this Lease, the Landlord and the Tenant, and each Person acting for them, in granting a consent or approval or making a determination, designation, calculation, estimate, conversion or allocation under this Lease, will act reasonably and in good faith and each Expert or other professional Person employed or retained by the Landlord will act in accordance with the applicable principles and standards of such Person's profession. The Tenant's sole remedy against the Landlord in respect of any breach or alleged breach of this Section shall be an action for specific performance and, without limitation, the Landlord shall not be liable for damages and the Tenant shall not be entitled to any other rights or remedies. If either party withholds any consent or approval where it is required to act reasonably, such party shall, on written request, deliver to the other party a written statement giving the reasons for withholding the consent or approval.

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16.3 Overholding

The Tenant has no right to remain in possession of the Premises after the end of the Term. If the Tenant remains in possession of the Premises after the end of the Term with the consent of the Landlord but without entering into a new lease or other agreement then, notwithstanding any statutory provisions or legal presumption to the contrary, there shall be no tacit renewal of this Lease or the Term and the Tenant shall be deemed to be occupying the Premises as a tenant from month to month (with either party having the right to terminate such month to month tenancy at any time on 30 days Notice, whether or not the date of termination is at the end of a rental period) at a monthly Basic Rent payable in advance on the first day of each month equal to 200% of the monthly amount of Basic Rent payable during the last month of the Term and otherwise upon the same terms, covenants and conditions as in this Lease insofar as these are applicable to a monthly tenancy and, for greater certainty, including liability for all Additional Rent.

16.4 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Lands. The Tenant may only register a notice or caveat of this Lease following commencement of the Term and provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval to the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter; and (e) the caveat shall only be registered against the parcel of lands upon which the Building is constructed and not any other lands within the Project. The Landlord may limit such registration to one or more parts of the Lands. Upon the expiration or other termination of the Term the Tenant shall immediately discharge or otherwise vacate any such notice or caveat. If any part of the Lands which in the opinion of the Landlord are surplus is transferred or excluded from the Project or the Building, the Tenant shall forthwith at the request of the Landlord discharge or otherwise vacate any such notice or caveat as it relates to such part. If any part of the Lands are made subject to any easement, right of way or similar right, the Tenant shall immediately at the request of the Landlord postpone its registered interest to such easement, right of way or similar right. The Tenant shall, at the request of the Landlord, provide such further consents, releases or other documents as may reasonably be required by the Landlord to give effect to any alteration, variation, enlargement or supplementation of the Lands or any part thereof.

16.5 Unavoidable Delay

If any party is bona fide delayed, or hindered in or prevented from the performance of any term, covenant or act required by this Lease by reason of any cause beyond the control of the party affected including, without limitation, strikes, lockouts or other labour disputes, the enactment, amendment or repeal of any Applicable Laws, the failure of any existing tenant or occupant to vacate the Premises, shortages or unavailability of labour or materials, riots, insurrection, sabotage, rebellion, war, acts of terrorism, act of God, or any other similar reason ("Unavoidable Delay"), then performance of such term, covenant or act is excused for the period of the delay and the party so delayed, hindered or prevented shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. However, the provisions of this Section do not operate to excuse the Tenant from the prompt payment of Rent and any other payments required by this Lease and Unavoidable Delay shall not include any delay caused by the parties' default or act or omission, any delay avoidable by the exercise of reasonable care by such party or any delay caused by lack of funds of such party. The Landlord shall also be excused from the performance of any term, covenant or act required hereunder if the performance of such item would be in conflict with any directive, policy or request of any governmental or quasi governmental authority in respect of any energy, conservation, safety or security matter.

16.6 Decisions of Experts

The decision of any Expert whenever provided for under this Lease and any certificate of an Expert shall be final and binding on the parties and there shall be no further right of dispute or appeal. Any decision or certificate of any Expert may be made in reliance on a decision or certificate of any other Expert.

16.7 Notices

Any notice, demand, statement or request ("Notice") required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by courier or mailed by registered prepaid post, in the case of Notice to the Landlord, to it at the address set out in Section 1.1(a)(ii) and in the case of Notice to the Tenant, to it at the Premises. Notice may not be given by facsimile transmission, electronic mail or any other electronic communication.

Any such Notice given in accordance with the above requirements shall be deemed to have been given, if mailed, on the fifth day following the date of such mailing or, if delivered, on the day on which it was delivered so long as such delivery was prior to 5:00 p.m. on a Business Day (and, if after 5:00 p.m. or if any such day is not a Business Day, then it shall be deemed to have been delivered on the next Business Day). Either party may from time to time by Notice change the address to which Notices to it are to be given. Notwithstanding the foregoing, during any interruption or threatened interruption in postal services, any Notice shall be personally delivered or delivered by courier. If a copy of any Notice to the Tenant is to be sent to a second address or to another Person other than the Tenant, the failure to give any such copy shall not vitiate the delivery of the Notice to the Tenant.

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16.8 Confidentiality, Personal Information

The Tenant shall keep confidential all financial information in respect of this Lease, provided that it may disclose such information to its auditors, consultants and professional advisors so long as they have first agreed to respect such confidentiality. Any Tenant or Indemnifier that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer to lease and determining the suitability of the Tenant or Indemnifier, as applicable, (both initially and on an on-going basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.

16.9 Power, Capacity and Authority

The Landlord and the Tenant covenant, represent and warrant to each other that they have the power, capacity and authority to enter into this Lease and to perform its obligations hereunder and that there are no covenants, restrictions or commitments given by it which would prevent or inhibit it from entering into this Lease.

16.10 Liability of Landlord

Any liability of the Landlord under this Lease shall be limited to its interest in the Building from time to time. If the Landlord consists of more than one Person, the liability of each such Person shall be several and be limited to its percentage interest in the Building.

16.11 Condominium Provisions

The Landlord shall be entitled to register a condominium plan, by-laws and related condominium documents against the Project or any part thereof and the Tenant shall execute any consents or other documents required by the Landlord in connection therewith including, without limitation, the Landlord's standard form of lease amending agreement to reflect any amendments necessary to make this Lease suitable for a condominium project. Without limiting the foregoing, if the Landlord registers or intends to register a condominium plan against the Lands, the following shall apply notwithstanding anything to the contrary in this Lease:

- (a) The Landlord shall be entitled to sell any units created upon registration of such condominium plan and this Lease shall only create an interest in the unit in which the Premises are situated. The Tenant shall, at the request of the Landlord, discharge any caveat or other instrument registered in respect of this Lease as against any other units or common property. This Lease and use of the Premises and the common property created by registration of the condominium plan shall be subject to the by-laws of the condominium corporation as amended from time to time (the "By-laws") and the Condominium Property Act (Alberta) (the "Act"). The Tenant shall observe and perform, and shall cause any occupant or user of the Premises to observe and perform, the obligations of an owner or occupant of the unit in which the Premises are situate arising under the provisions of the By-laws and the Act. The Landlord shall be under no obligation to enforce the obligations of the condominium corporation or the provisions of the By-laws or the Act.
- (b) Operating Costs shall be deemed to include any condominium assessments assessed by the condominium corporation and the Tenant shall pay its Proportionate Share of such condominium assessments or, if assessed by the condominium corporation on a different basis, such portion as determined by the Landlord acting reasonably.
- (c) The Landlord's obligation to maintain insurance shall be amended to apply only to the unit in which the Premises are situate and to delete any insurance maintained by the condominium corporation or otherwise not required as determined by the Landlord acting reasonably. The condominium corporation, and not the Landlord, shall be responsible to manage, maintain and repair the common property and to repair and rebuild in the event of damage and destruction if required under Article 14. If the Building is damaged or destroyed and the status of the condominium corporation is terminated under the Act, or the condominium corporation fails to repair and rebuild, the Landlord shall be entitled upon Notice to the Tenant to terminate this Lease and the provisions upon termination by the Landlord set forth in Section 14.4 shall apply *mutatis mutandis*.
- (d) Any indemnity, release or exculpatory provisions for the benefit of the Landlord shall be deemed to apply to the condominium corporation and any manager appointed by the condominium corporation. Any approval of the Landlord hereunder shall be conditional upon the Landlord obtaining any approval of the condominium corporation if required under the By-laws or the Act.
- (e) If the condominium corporation requires the Landlord to pay any deposit in respect of this Lease pursuant to section 53(3) of the Act (in respect of, inter alia, damage, destruction, loss or removal by the Tenant or any Person in possession of the Premises during the Term of this Lease) the Tenant shall forthwith upon demand reimburse the Landlord for an equivalent amount. If and when the condominium corporation returns such deposit to the Landlord, the Landlord shall account to the Tenant in respect of same.

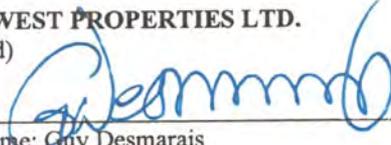
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SCHEDULES

- "A1" Sketch Showing Premises Outlined (Main Floor)
- "A2" Sketch Showing Premises Outlined (Mezzanine)
- "B" Rules and Regulations
- "C" Parking

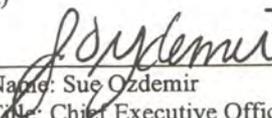
IN WITNESS WHEREOF the parties hereto have executed this Lease.

BURNSWEST PROPERTIES LTD.
(Landlord)

Per: 
 Name: Guy Desmarais
 Title: Controller c/s

I/We have the authority to bind the corporation

EXRO TECHNOLOGIES INC.
(Tenant)

Per: 
 Name: Sue Ozdemir
 Title: Chief Executive Officer c/s

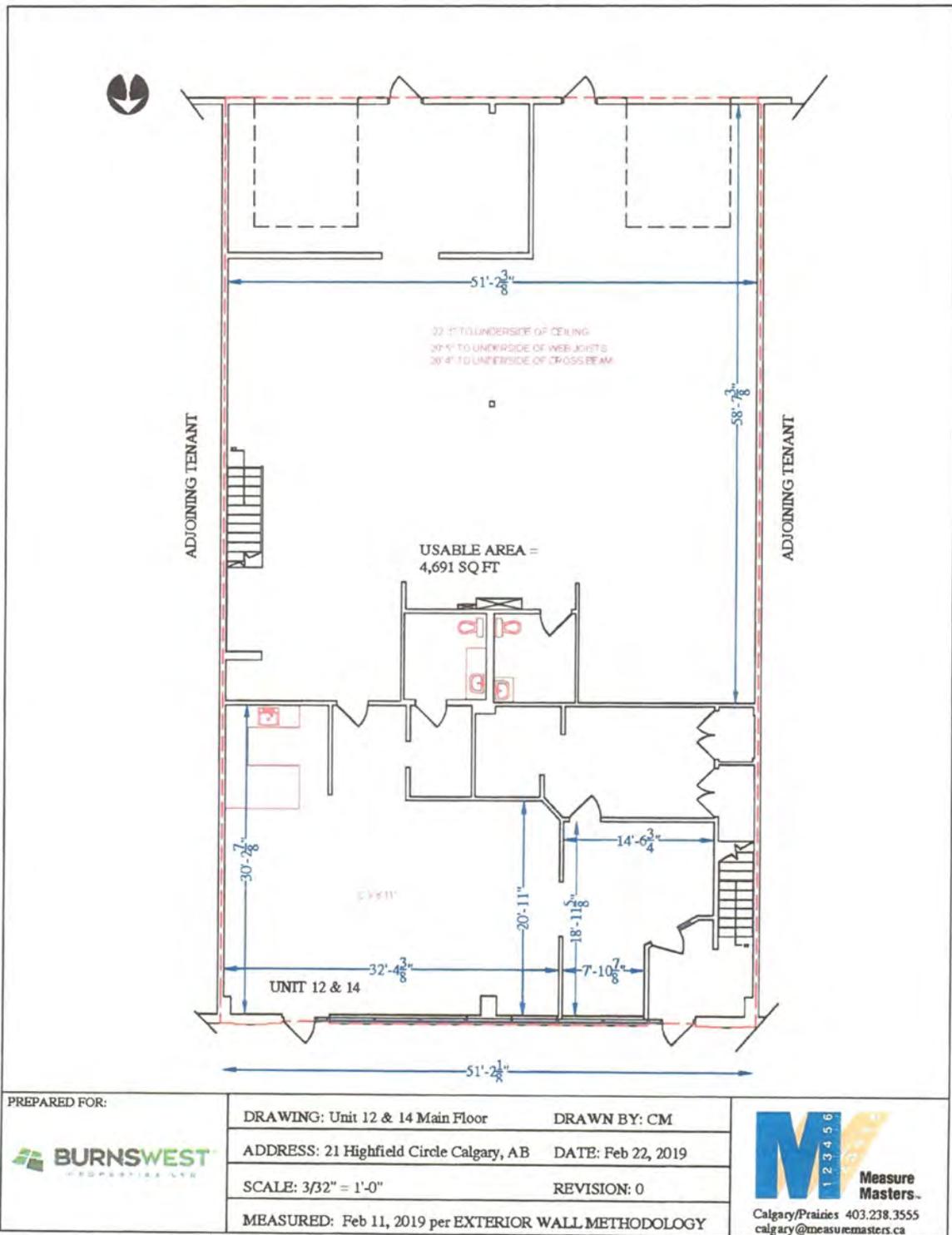
I/We have the authority to bind the corporation

Per: Sue Ozdemir
 Name:
 Title: CEO

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Schedule "A1" Sketch Showing Premises Outlined

Main Floor



PREPARED FOR:

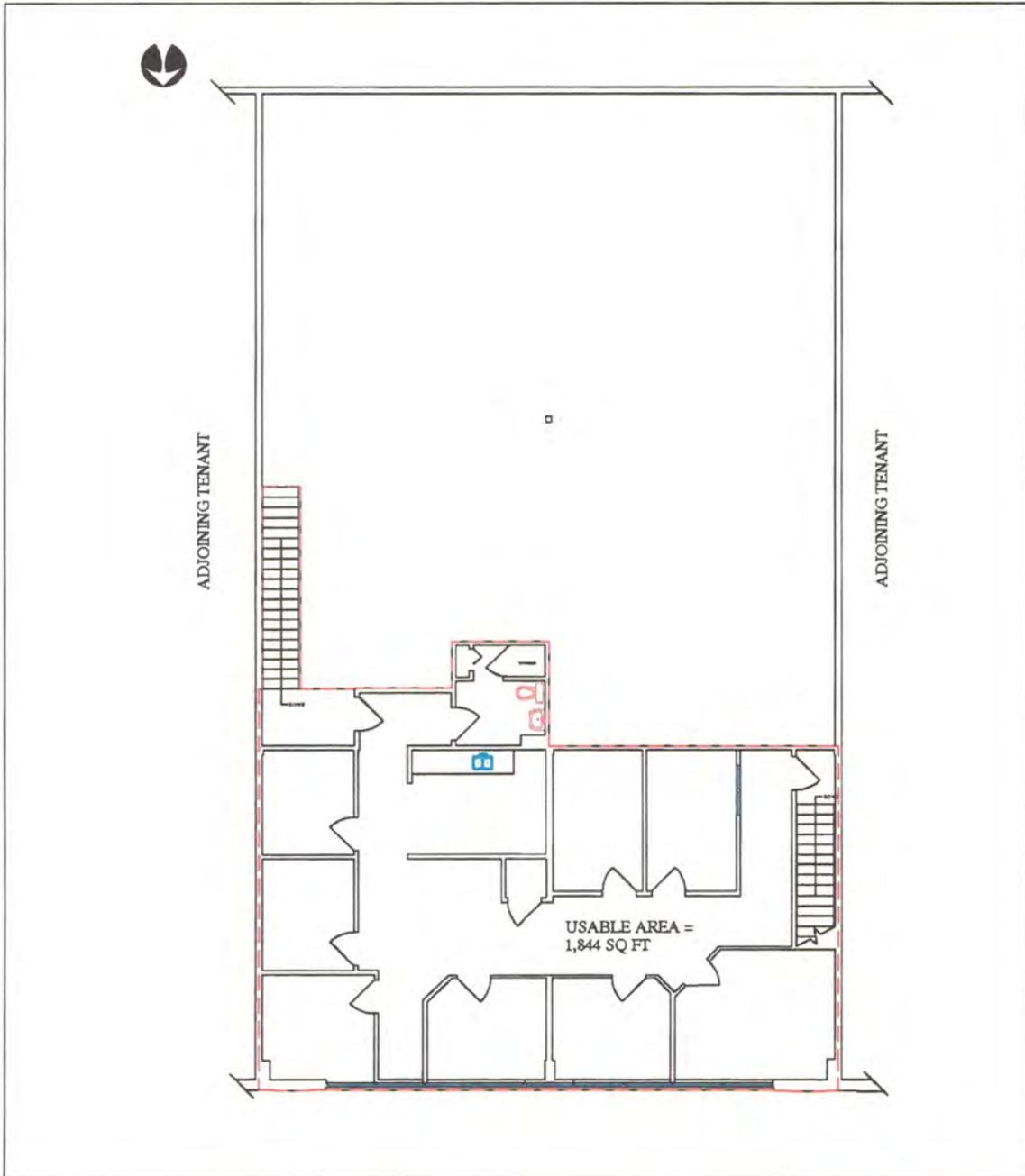


DRAWING: Unit 12 & 14 Main Floor	DRAWN BY: CM
ADDRESS: 21 Highfield Circle Calgary, AB	DATE: Feb 22, 2019
SCALE: 3/32" = 1'-0"	REVISION: 0
MEASURED: Feb 11, 2019 per EXTERIOR WALL METHODOLOGY	

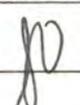


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<i>[Signature]</i>	<i>[Signature]</i>

**Schedule "A2" Sketch Showing Premises Outlined
Mezzanine**



PREPARED FOR: 	DRAWING: Unit 12 & 14 Mezzanine Floor DRAWN BY: CM	 Measure Masters Calgary/Prairie 403.238.3555 calgary@measuremasters.ca
	ADDRESS: 21 Highfield Circle Calgary, AB DATE: Feb 22, 2019	
	SCALE: 3/32" = 1'-0" REVISION: 0	
	MEASURED: Feb 11, 2019 per EXTERIOR WALL METHODOLOGY	

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Schedule "B" Rules and Regulations

1. Security and Safety

- (a) The Landlord may from time to time adopt appropriate systems and procedures for the security and safety of the Building and the tenants and occupants and contents thereof, and the Tenant shall comply with the Landlord's reasonable requirements in respect of such systems and procedures.
- (b) The Tenant shall participate in fire drills and evacuations of the Building as directed by the Landlord. In the event of an emergency, the Tenant shall vacate the Building if the Landlord or any public authority so directs in the manner prescribed by the Landlord or such public authority.
- (c) The Tenant shall not keep any inflammable oils or other inflammable, dangerous, corrosive or explosive materials in the Premises or the Building or the Project, save and except for incidental amounts used in the Tenant's business operations and kept and used in accordance with the lease and all Applicable Laws. The Tenant shall not store or bring on the premises, in the building or on the common areas, any substances of an inflammable, combustible, environmentally unsafe or dangerous nature unless such substances are in proper storage facilities and in a manner as per the regulations and requirements of any appropriate fire underwriter's association, of the Landlord's insurer, and of the local fire department or of any other competent authority having jurisdiction. The Tenant shall keep and maintain on the premises, in the building, or on the common areas, all safety appliances and equipment required by the use of the premises, the building or the common areas. The Tenant shall maintain in the premises hand fire extinguishers acceptable to governmental authorities having jurisdiction with respect thereto.

2. Use of Premises

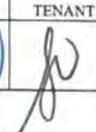
- (a) The Tenant shall not use or permit the Premises to be used for residential, lodging or sleeping purposes, or for the storage of personal effects or articles not required for business purposes.
- (b) The Tenant shall not cook or heat any foods or liquids (other than the heating of food in microwave ovens or the heating of water or coffee in coffee makers or kettles) in the Premises without the written consent of the Landlord, and shall not permit on the Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving or distribution of food or beverages.
- (c) Only persons approved from time to time by the Landlord may solicit orders for, sell, serve or distribute foods or beverages in the Project or use the entrances, elevators or corridors for any such purpose.

3. Operation of Premises

- (a) The Tenant shall place all refuse in the receptacles provided by the Tenant in the Premises or in the receptacles (if any) provided by the Landlord for the Building, and shall otherwise keep the Lands and the Building and the Project and the sidewalks and driveways outside the Building free of all refuse, pallets or other items.
- (b) The Tenant shall neither obstruct nor use any entrances, passages, escalators, elevators and staircases of the Building or the Project or the sidewalks and driveways outside the Project for any purpose other than ingress to and egress from the Premises and the Building.
- (c) The Tenant shall not use any part of the common areas which, in the opinion of the Landlord: 1) interferes with the use and enjoyment of any unit or of the common areas by any person so entitled; 2) interferes with the maintenance, supervision, operating, repairing, replacing or upgrading the common areas; or 3) interferes with an undertaking by the Landlord for the benefit of the owners or other persons.

4. Repair, Maintenance, Alterations, Improvements, Etc.

The Tenant shall carry out the Tenant's repair, maintenance, alterations and improvements in the Premises only during times agreed to in advance by the Landlord and in a manner which will not interfere with the rights of other tenants in the Project. If the Tenant desires electrical wiring including for telecommunications, the Landlord reserves the right to direct the workmen as to where and how the wires are to be introduced and without such directions no boring or cutting for wires will be permitted. The Tenant shall not mark, drive nails, screw or drill into, paint, or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work, except with the written consent of the Landlord.

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5. Deliveries

The Tenant shall not make or receive any deliveries from or to the Premises except through the entrances, elevators and corridors and at the times designated by the Landlord.

6. Movement of Articles

- (a) Any furniture or equipment being moved in or out of the Premises by the Tenant shall be moved through the entrances, elevators and corridors and at the times designated by the Landlord. All appliances used to move articles in or out of the Premises shall be equipped with rubber tires, slide guards and any other safeguards required by the Landlord.
- (b) The Tenant shall not place in or move about the Premises any heavy machinery or equipment or anything liable to injure or destroy any part of the Premises or the Building or the Project without the prior written consent of the Landlord.

7. Windows

The Tenant shall not install blinds or other window coverings without the prior written consent of the Landlord. Window coverings that are installed by the Tenant shall comply with any uniform scheme of the Building. Tenants shall permit no other obstructions to restrict the transparency of the windows from exterior view. No signs on the inside of windows are permitted which are visible from outside the building.

8. Washrooms and Water Fixtures

The Tenant shall not use the washrooms or other water fixtures for any purposes other than those for which they were intended, and no sweepings, rubbish, rags, ashes or other substances shall be thrown into them.

9. Locks and Security Systems

The Landlord may from time to time install and change locks and/or security systems on entrances to the Premises, the Building and/or the Project. The Tenant shall be supplied with a reasonable number of keys or other entry devices for each installation. Any additional keys or entry devices required by the Tenant must be obtained from the Landlord at the Tenant's expense. The Tenant shall not place or cause to be placed any additional locks or security systems on entrances to the Premises without the prior written consent of the Landlord. At the end of the Term, the Tenant shall return to the Landlord all keys and other entry devices for the Premises and the Building which are in the possession of the Tenant.

10. Parking

The Tenant shall not bring or permit any bicycles or other vehicles within any part of the Lands or Building or Project except in such area or areas designated by the Landlord from time to time. No parking, loading, or storage is permitted on any common areas except with the prior written approval by the Landlord. To prevent asphalt wear and tear, no trucks greater than 3/4 ton are allowed in the front car parking areas in front common areas of the building without the Landlord's written approval. The Tenant shall not permit its vehicles nor its employees' vehicles nor customer vehicles to be parked in areas other than the areas assigned or designated by the Landlord from time to time. Any overnight parking on the common areas must be approved in writing by the Landlord. After written approval by the Landlord, permitted trailers without the cab attached which are parked on any asphalt shall require wood 2 x 4's to spread the point load over the asphalt to prevent damage. The Landlord shall be entitled to tow any vehicles in breach of this provision at the Tenant's risk and expense and to charge the Tenant an amount determined by the Landlord, acting reasonably, to compensate the Landlord for additional management, supervision and administration expense in connection with breach of those Rules and Regulations without prejudice to any other rights and remedies.

11. Animals and Birds

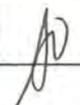
The Tenant shall not bring any animals (except dogs assisting the disabled) fish, reptiles, birds or any other creatures (other than humans) within any part of the Lands or Building or Project without the written consent of the Landlord.

12. Antennae, Satellite Dish

The Tenant shall not install any radio or television antenna or satellite dish on any part of the Lands or Building or Project without the prior written consent of the Landlord.

13. Smoking

The Tenant shall not permit smoking in any part of the Building or Project, including the Premises, except in areas, if any, expressly designated by the Landlord for such purpose.

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14. Canvassing, Soliciting and Peddling

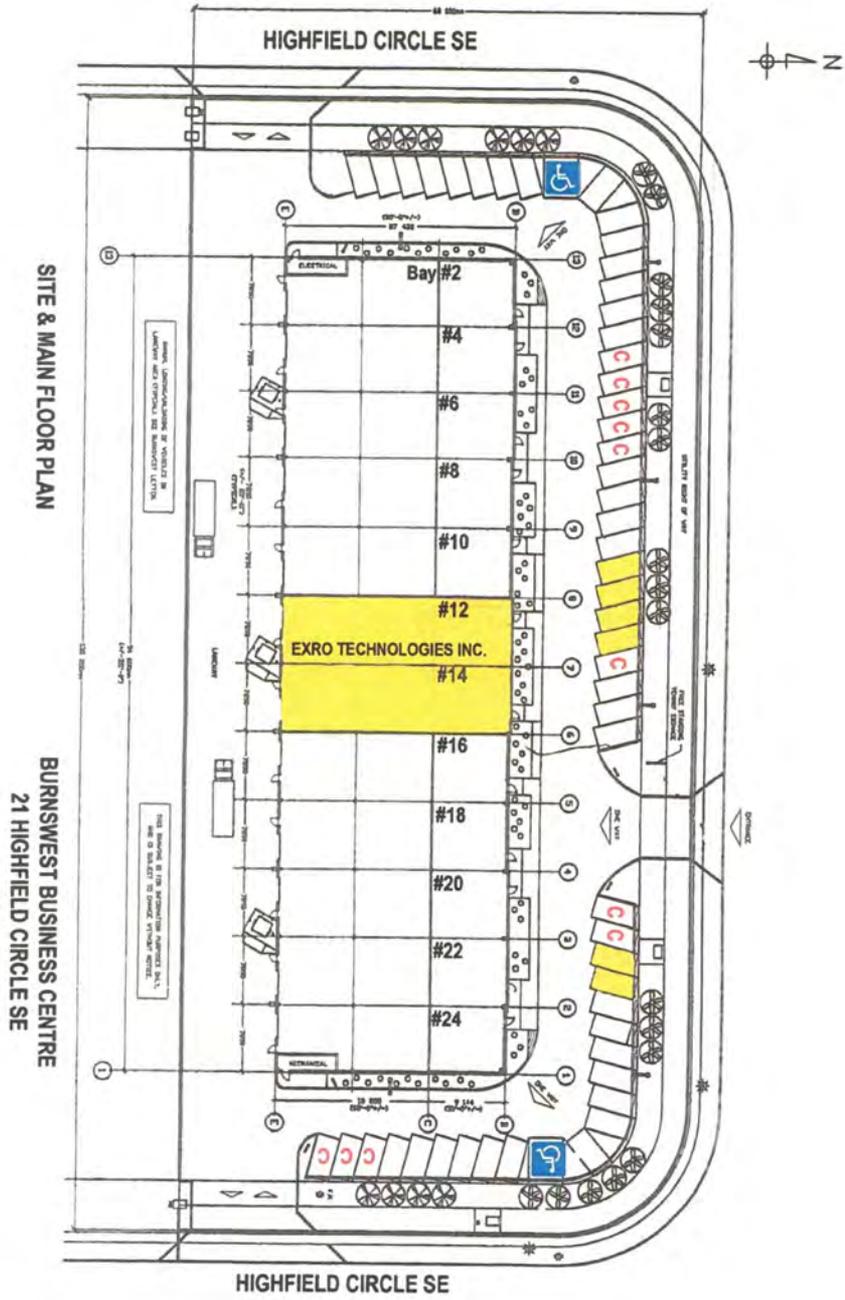
Canvassing, soliciting and peddling in or about the Lands and Project are prohibited.

15. Employees, Agents and Invitees

In these Rules and Regulations, "Tenant" includes the employees, agents, invitees and licensees of the Tenant and others permitted by the Tenant to use or occupy the Premises.

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Schedule "C" Parking



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PARKING STALL LEASE AGREEMENT

("Agreement")

THIS AGREEMENT made effective as of the 1st day of May, 2022 by and between:

BURNSWEST Properties Ltd.
Suite 106, 155 Glendeer Circle SE
Calgary, Alberta T2H 2S8

(hereinafter called the "Lessor")

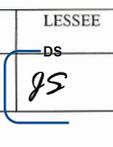
and

EXRO Technologies Inc.
Bay 10, 21 Highfield Circle SE
Calgary, Alberta T2G 5N6

(hereinafter called the "Lessee")

The parties hereby agree as follows:

1. At the Lessor's owned premises of 816 - 46th Ave SE ("Premises"), the Lessee wishes to lease **seven (7) parking stall(s)** according to the location plan set out in the attached schedule ("Parking Stalls") from the Lessor, located within the general parking area of the Premises ("Parking Lot") on a month-to-month basis commencing May 1, 2022. The Lessor will mark each stall with a numbered "Reserved" sign.
2. The lease payments will be **\$50.00 per month per stall plus G.S.T.** and shall be made monthly in advance of the first (1st) day of each month to the Lessor.
3. Either party may provide written notice to terminate one or more stalls or terminate this Agreement by providing thirty (30) days written notice to the other at the above noted addresses.
4. The Lessee is responsible at all times for maintaining valid vehicle insurance and registration on it's vehicle(s) which are utilizing the Parking Stalls. Failure to maintain valid insurance or registration is grounds for termination of this Agreement.
5. The Lessee agrees to use the Parking Stalls solely for the purpose of parking the Lessee's vehicles and not for the purpose of storage of items or some such other business activity.
6. The Lessee is not to park in any other stall other than the designated Parking Stalls and is not to block access for other users of the Parking Lot.
7. The Lessee is responsible for promptly reporting any damage caused by any Lessee's vehicle and any damage sustained by the Lessee's vehicle while it is in the Parking Lot.

INITIALS	
LESSOR	LESSEE
	

8. The Lessee will only park a single light passenger vehicle within each stall no larger or heavier than a 3/4 ton truck. Any overnight parking on the common areas must be approved in writing by the Lessor. After written approval by the Lessor, permitted trailers without the cab attached which are parked on any asphalt shall require wood 2 x 4's to spread the point load over the asphalt to prevent damage.

9. The Lessee shall not perform any vehicle maintenance, repairs or customization to the Lessee's vehicle while it is located on the Parking Lot, including without limitation, mechanical repairs, tune-ups, oil changes, window tinting, phone, stereo or car alarm installation, washing, detailing and vacuuming.

10. The Lessee shall indemnify and save harmless the Lessor from and against any and all claims, actions, causes of action, damages, demands for damages, losses and other liabilities and expenses (including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomforts or damage to vehicles or other property and legal fees on a solicitor and client basis) due to or arising from or out of the license or use of the Parking Stalls by the Lessee, its employees, agents, invitees or any other person.

11. The Lessee will not permit any deleterious substance as classified by any applicable governmental body to enter the Parking Lot.

12. A breach of any of the terms in this agreement may result in the Lessee's vehicle being towed, at the Lessee's expense.

13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the Province of Alberta.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

LESSOR:

LESSEE:

Guy Desmarais, General Manager & Controller

DocuSigned by:
Jan Spagnuolo
D962539184AF465...

Jan Spagnuolo, Innovation Branch Manager

April 22, 2022

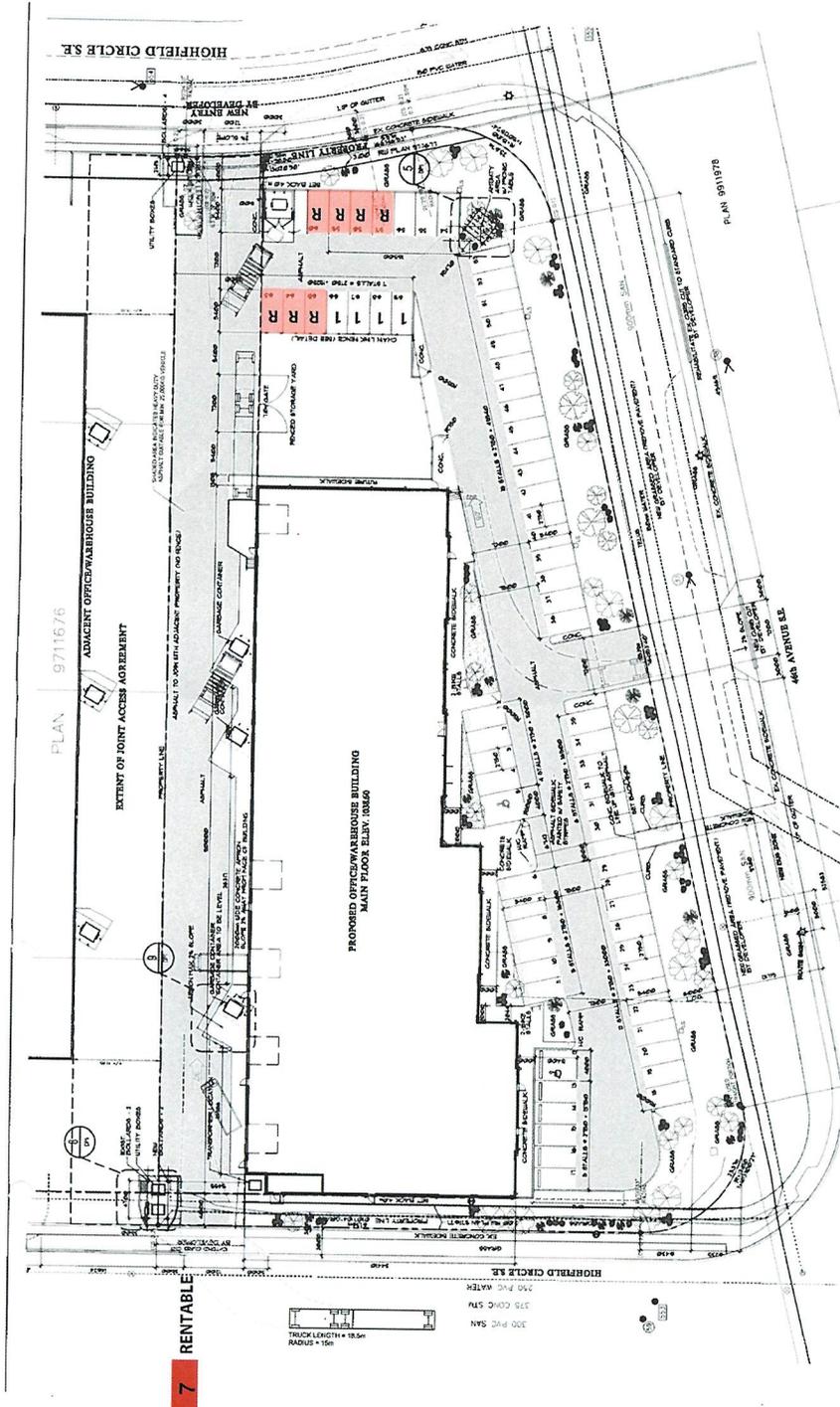
4/22/2022

Date

Date

INITIALS	
LESSOR	LESSEE
<i>GD</i>	<i>JS</i>

Schedule "A"



INITIALS	
LESSOR	LESSEE
<i>[Signature]</i>	DS
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