

Clerk's Stamp:



COURT FILE NO.

2501-06120

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COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT(S)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD., SUNTERRA QUALITY FOOD MARKETS INC., SUNTERRA FARMS LTD., SUNWOLD FARMS LIMITED, SUNTERRA BEEF LTD., LARIAGRA FARMS LTD., SUNTERRA FARM ENTERPRISES LTD., SUNTERRA ENTERPRISES INC.

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

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AFFIDAVIT OF ARTHUR PRICE

Sworn October 27, 2026

I, Arthur Price, of Alberta, MAKE OATH AND SAY:

I. INTRODUCTION

1. I hold various positions within the Sunterra Group. I am an authorized signatory of Sunterra Quality Food Markets Inc. ("**Sunterra Markets**"), one of the Applicants in these

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proceedings. As such, I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true. Nothing in this affidavit is intended to waive, nor shall be construed as waiving, any applicable privilege.

2. This affidavit is sworn as a supplement (the "**Supplemental Affidavit**") to the affidavit of Neil Narfason sworn October 20, 2026 (the "**Narfason Affidavit**") in support of the Applicants' application in these CCAA proceedings seeking an Order extending the Stay Period to and including January 29, 2027 (the "**Stay Extension Order**") and in response to the cross-application of Certus Developments Inc. ("**Certus**") filed on October 26, 2026. Capitalized terms used and not otherwise defined in this Supplemental Affidavit have the meanings given to them in the Narfason Affidavit.
3. Sunterra Markets operates a grocery retail business across several retail stores in Alberta, at which it combines farm-to-table grocery shopping, in-house butchery, and prepared meal services, among other retail grocery offerings. One of the retail stores it operates is located at leased premises at Britannia Plaza in Calgary, Alberta (the "**Premises**"), which Sunterra Markets presently leases from Store Properties Limited ("**Store Properties**"), as landlord.
4. Section V of the Narfason Affidavit provides a general update on certain Sunterra Markets leases, including stating that Sunterra Markets' lease at Britannia Plaza is set to expire on October 31, 2026, but that Sunterra Markets had confirmed with the Britannia Plaza landlord a lease extension on a month-to-month basis.
5. After the Applicants served their materials for the Stay Extension Order, counsel to Certus contacted counsel to the Applicants to advise that it disputes that any month-to-month arrangement is in place in respect of the Premises. I understand based on information received from Store Properties and Certus, that Certus is scheduled to purchase the Britannia Plaza property in a transaction scheduled to close October 31, 2026,
6. Certus subsequently filed a cross-application on October 26, 2026, seeking to have such cross-application heard at the hearing for the Stay Extension Order, in which it seeks, effective as at 12:00 a.m. on November 1, 2026, a partial lifting of the stay in the CCAA proceedings as against Sunterra Markets so as to allow Certus to immediately take any and all steps authorized by law to take possession of the Premises.
7. While the Applicants, through the Chief Restructuring Advisor and their counsel, Goodmans LLP, have sought to engage with Certus with a view to reaching a consensual arrangement under which Sunterra Markets would remain in the Premises for a reasonable period of time to permit an orderly transition and wind-down at the Premises and avoiding legal costs of a dispute in respect of such matter, Certus rejected such possibility.
8. The purpose of this Supplemental Affidavit is to provide the Court with additional information relating to the Premises and to respond to Certus' cross-application.

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II. THE BRITANNIA PLAZA LEASE

9. Sunterra Markets is a long-time tenant at Britannia Plaza, having occupied the Premises for more than 30 years. Sunterra Markets, through a predecessor entity, originally entered into a lease in respect of the Premises with Store Properties and 64483 Alberta Ltd., as landlords, dated as of January 15, 1996 (the "**Lease**"). A copy of the Lease is attached as Exhibit "A" hereto.
10. The Lease, as amended pursuant to a Lease Amendment and Renewal Agreement effective January 14, 2016, provides for renewal terms that extended the term of the Lease to January 14, 2026.
11. Sunterra Markets and Store Properties have enjoyed a long and mutually beneficial relationship under the Lease. In October 2024, the parties executed a retail offer to lease contemplating a further ten-year lease of the Premises through to December 2035. A lease in connection with that offer was not finalized, and the parties continued to operate under the terms of the Lease.
12. When the term of the Lease was set to expire, Store Properties, pursuant to a letter dated December 29, 2025 (the "**Holdover Letter**"), consented to Sunterra Markets continuing to occupy the Premises after the expiry of the then-current term on a month-to-month basis, in accordance with the overholding provisions in Section 17.10 of the Lease. Section 17.10 provides that where the tenant continues to occupy the Premises with the written consent of the landlord after the expiration of the term, the tenant shall be a tenant from month to month. A copy of the Holdover Letter is attached as Exhibit "B" hereto.
13. Sunterra Markets continued to occupy the Premises following its filing of a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada) and the subsequent commencement of these CCAA proceedings on a month-to-month basis pursuant to the Holdover Letter and Section 17.10 of the Lease.
14. In April 2026, Sunterra Markets engaged with Store Properties with respect to the Premises and the consensual overholding arrangement then in place as part of the Applicants' efforts to bring forward the SISP and concurrently advance the Plan / Restructuring Path. On April 28, 2026, the same day as the SISP Approval Order was granted by the Court, myself and Mr. Chris Alladin, President of Sunterra Markets, met with Mr. James Jenkins of Store Properties. At that meeting, we discussed the SISP, which the Applicants had brought forward in an effort to identify potential transactions in respect of the Sunterra Group and its businesses, including Sunterra Markets, and how the SISP would interact with the arrangement between Sunterra Markets and Store Properties in respect of the Premises.
15. Given the possibility that the SISP could result in a transaction in respect of Sunterra Markets or its business or assets, the parties determined in this context to enter into a short-term arrangement. A short-term arrangement would enable any party interested in acquiring the Sunterra Markets business through the SISP to negotiate its own terms with Store Properties and engage with Store Properties as part of that process.



16. The arrangement agreed with Store Properties coming out of that discussion was that there would be continuity for Sunterra Markets at the Premises while the SISP was carried out, and that the outcome of the SISP would crystallize next steps in respect of the Premises.
17. Given the above, the parties ultimately determined to enter into a Revival and Amending Agreement made effective July 1, 2026 (the "**July 2026 Agreement**"), a copy of which is attached as Exhibit "C" hereto. The July 2026 Agreement revived the Lease for a term expiring on October 31, 2026 (the "**Revived Term**"). The July 2026 Agreement also reduced the rent payable under the Lease to reflect the circumstances of these CCAA proceedings.
18. When Sunterra Markets finalized the July 2026 Agreement, it understood, based on the April 28, 2026 meeting with Store Properties, that the July 2026 Agreement was intended to permit Sunterra Markets to remain in the Premises while the SISP was carried out to its conclusion. When the July 2026 Agreement was entered into, the Stay Period, as extended by the Second ARIO, ran until October 30, 2026 on the basis that there would be additional clarity regarding the results of the SISP at this time. The October 31, 2026 expiry of the Revived Term was chosen to correspond generally with the timeline of the SISP, not to provide for an end to Sunterra Markets' occupancy at the Premises. Sunterra Markets understood, based on the April 28, 2026 meeting with Store Properties, that it would remain in the Premises following the expiry of the Revived Term on a month-to-month basis while the SISP was carried out to its conclusion.

III. PROPOSED SALE OF THE PROPERTY

19. On July 30, 2026, Sunterra Markets received notice from Store Properties, stating the following: "Please be advised that we have completed an unconditional sale of the building in which Sunterra is a tenant at 5005 Elbow Drive S.W. and 803-49 Ave. S.W. Calgary to Certus Developments Inc. with a closing date as at October 31, 2026." A copy of that notice is attached as Exhibit "D" hereto.
20. On August 4, 2026, Sunterra Markets received an email from Mr. Ronald Ghitter, of Certus, stating, among other things, that Certus was under contract to purchase Britannia Plaza with closing scheduled for October 30, 2026, that Certus was in the process of retaining a firm to seek a new tenant for the Premises, and that Certus believed the term of the Lease would expire on October 31, 2026. Mr. Ghitter requested that vacant possession be delivered at that time. A copy of Certus' email is attached as Exhibit "E" hereto.
21. I am advised by Mr. Alladin that he received a telephone call from Mr. Ghitter on August 27, 2026, during which Mr. Ghitter referred to Certus' email of August 4, 2026 giving notice of the transaction and advised of Certus' expectation that Sunterra Markets would exit the Premises and deliver vacant possession to Certus on October 31, 2026.
22. On September 9, 2026, I met with Mr. Ghitter. At that meeting, I reiterated for Mr. Ghitter that an arrangement was in place with Store Properties and that Sunterra Markets was subject to these ongoing CCAA proceedings and as a result has the benefit of Court

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protection. During the meeting, Mr. Ghitter confirmed that Certus' purchase of Britannia Plaza had not yet closed. Mr. Ghitter also indicated that Certus was intending to renovate the Premises and that it was in the process of negotiating a lease arrangement with a new tenant that provided for a higher rate of rent than that being paid by Sunterra Markets. I advised Mr. Ghitter that Sunterra Markets could not take any steps on the basis of a proposed transaction that had not, and may not, close. Mr. Ghitter acknowledged the difficulty this created for Sunterra Markets and asked whether 30 days following the closing of Certus' purchase would be sufficient time for Sunterra Markets to exit the Premises. I responded that 60 days following closing would be more practical, given the time required to manage inventory and remove trade fixtures and equipment from the Premises, and given the time of year with the holiday period approaching. I also suggested that Sunterra Markets could have discussions with Certus' prospective new tenant for the Premises, given that I understood that tenant to also be in the grocery business. Mr. Ghitter confirmed that he would take Sunterra Markets' proposal for a 60-day transition period following closing to his partner and provide a response.

23. On September 15, 2026, Sunterra Markets received a written Notice of Expiration of Lease from Store Properties, a copy of which is attached as Exhibit "F" hereto. In this notice, Store Properties referred to the Holdover Letter under which it had consented to Sunterra Markets continuing to occupy the Premises on a month-to-month basis in accordance with Section 17.10 of the Lease, and purported to notify Sunterra Markets that such holdover term would expire on October 31, 2026 and that vacant possession was required on that date.
24. Until it received the Notice of Expiration of Lease from Store Properties, Sunterra Markets had no indication that Store Properties understood the arrangement differently than Sunterra Markets' understanding, which was, and remains, that it would be permitted to remain in the Premises following the expiry of the Revived Term on October 31, 2026 on a month-to-month basis while the SISP was being carried out.
25. I am advised by Mr. Alladin that he called Mr. Jenkins of Store Properties on September 16, 2026 after receiving the Notice of Expiration of Lease, and that during that call he reminded Mr. Jenkins of the April 28, 2026 meeting, reiterated the understanding that Sunterra Markets believed was in place, noted that Mr. Ghitter of Certus had committed to get back to me regarding the 60-day extension proposal but that no response had been received, and also requested a meeting among myself, Mr. Alladin and Mr. Jenkins, a request which was denied. I am further advised by Mr. Alladin that he contacted Mr. Jenkins on September 17, 2026 via text message to again inquire about scheduling a meeting among myself, Mr. Alladin and Mr. Jenkins. Mr. Alladin advised that subsequently Mr. Jenkins left him a voicemail indicating that he would be available to meet along with Mr. Ghitter but that Sunterra Markets would need to deliver a strong offer. Mr. Alladin further advises that he also received a text message from Mr. Jenkins on September 17, 2026 confirming that he and Mr. Ghitter would be available to meet.
26. The meeting requested by Sunterra Markets was intended to be a direct meeting between Sunterra Markets and Mr. Jenkins, in his capacity as principal of Store Properties, the landlord under the Lease, and was not intended to involve Mr. Ghitter. Mr. Jenkins was

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not prepared to proceed with Sunterra Market's requested meeting between the two parties, and such meeting did not proceed. As discussed above, I had already recently met with Mr. Ghitter who had still not responded regarding the 60-day extension proposal made at our September 9, 2026 meeting.

27. Sunterra Markets remains in possession of the Premises at this time and continues to operate its store there in the ordinary course of business. An orderly wind-down of the Britannia Plaza store would involve, among other things, removing and, where possible, repurposing inventory, coordinating with various vendors to dismantle and remove trade fixtures and equipment, and terminating or re-assigning the approximately 42 employees of Sunterra Markets currently employed at the Britannia Plaza location. A wind-down of this kind cannot be done properly on a limited timeframe.
28. While the Applicants, through the Chief Restructuring Advisor and their counsel, Goodmans LLP, have sought to engage with Certus with a view to reaching a consensual arrangement under which Sunterra Markets would remain in the Premises for a reasonable period of time to permit an orderly transition and wind-down at the Premises and avoiding legal costs of a dispute in respect of such matter, Certus rejected such possibility.

IV. PREJUDICE CAUSED BY A LIFTING OF THE STAY

29. The Britannia Plaza store is a performing store for Sunterra Markets. Having operated at the Premises for more than 30 years, Sunterra Markets has developed a strong and loyal customer base at this location. The holiday season is also approaching, which is a critical period for a grocery business. Lifting the stay of proceedings to enable Certus to take steps against Sunterra Markets to force an immediate exit from the Premises would harm the value and operations of Sunterra Markets' business and the overall value of the Sunterra Group. This could be particularly detrimental at the current stage of these CCAA proceedings, when the business and assets of Sunterra Markets are part of the ongoing SISP through which the Chief Restructuring Advisor, with the assistance of the Sale Advisor, is seeking to identify and implement one or more value-maximizing transaction alternatives.
30. If the stay of proceedings was lifted and Certus was able to immediately force Sunterra Markets out of the Premises, the potential harm that may result includes, among other things:
 - (a) the immediate loss of the cash flow generated by the store, which forms part of the operating cash flow from which the Applicants have funded their operations and these CCAA proceedings without interim financing;
 - (b) overall uncertainty for customers, suppliers and other stakeholders of Sunterra Markets, including the immediate loss of ongoing business for suppliers of the Britannia Plaza store;
 - (c) the abrupt loss of employment for the approximately 42 employees of Sunterra Markets currently employed at the Britannia Plaza location, prior to the holiday

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season. This would include 17 long-term employees who have been employed by Sunterra Markets for five years or more;

- (d) the potential loss of value from the trade fixtures and equipment located at the Premises, which form part of the collateral of National Bank of Canada (“NBC”) and Farm Credit Canada (“FCC”), the Applicants’ secured lenders (as described further below), as Sunterra Markets would not have sufficient time to remove many of its trade fixtures and equipment from the Premises if it were required to immediately vacate; and
 - (e) a significant distraction for the management of Sunterra Markets, who would otherwise be focused on operating the Sunterra Markets business to ensure profitable operations and the generation of cash flow.
31. As described in my affidavit sworn April 15, 2025 in support of the Initial Order (the “**Initial Affidavit**”), Sunterra Markets is one of the borrowers, together with Sunterra Food Corporation, Trochu Meat Processors Ltd., Sunterra Farms Ltd. and Sunwold Farms Limited (collectively, the “**NBC Borrowers**”), under a loan agreement with NBC pursuant to a commitment letter dated November 15, 2022 (the “**NBC Loan Agreement**”), under which the NBC Borrowers’ obligations are cross-guaranteed by each NBC Borrower. In connection with the NBC Loan Agreement, Sunterra Markets has granted NBC a security interest in all of its present and after-acquired property. Furthermore, Sunterra Markets has guaranteed the obligations of Sunterra Farms Ltd. and Sunwold Farms Limited to FCC under a Third Amended and Restated Credit Agreement dated June 14, 2024, and in support of that guarantee, Sunterra Markets has granted FCC a security interest in all of its present and after-acquired personal property, which security interest is subordinate to that of NBC pursuant to a Priorities Agreement.
32. Accordingly, the inventory, trade fixtures, equipment and other assets of Sunterra Markets located at the Premises, and the going-concern value of the Britannia Plaza store, form part of the collateral of both NBC and FCC. Any loss of those assets, or diminution in the value of the Sunterra Markets business, resulting from a forced and expedited exit from the Premises would potentially have a direct impact on NBC and FCC and their ultimate recoveries in these CCAA proceedings.
33. Sunterra Markets’ intention is to continue to occupy and operate from the Premises until December 31, 2026. Sunterra Markets believes that this period would provide time to coordinate an orderly exit from the Premises pursuant to an orderly wind-down of operations at the Premises, including the termination of employees and the sale or disposal of inventory, fixtures and equipment. Sunterra Markets is current on its rent and other obligations under the Lease and would continue to pay rent to Certus if and when it acquires the Britannia Plaza property.
34. In my view, any impact to Certus is temporary and compensated by the fact that Certus will continue to receive rent payments from Sunterra Markets, whereas the loss of the Premises to Sunterra Markets would be permanent, and particularly harmful if an exit had to be made on an expedited basis. It is my view that the prejudice to Sunterra Markets, the



Applicants and their stakeholders from a lifting of the stay as against Sunterra Markets to permit Certus to immediately take steps to take possession of the Premises in the event that Sunterra has not vacated the Premises by the end of the day on October 31, 2026 would significantly outweigh any prejudice to Certus.

V. CONCLUSION

35. For the reasons set out above and in the Narfason Affidavit, I believe that the Stay Extension Order is appropriate, that the stay of proceedings should continue to apply in respect of Sunterra Markets and the Premises, and that the relief sought by Certus in its cross-application should not be granted. Sunterra Markets' intention is to occupy and operate from the Premises until December 31, 2026 to allow for an orderly transition or wind-down of its operations at the Premises.
36. This affidavit was sworn using video technology. The affiant was not physically present before the commissioner but was linked to the commissioner utilizing video technology in accordance with the process for remote commissioning of affidavits set out in the Notice to the Profession & Public Notice: Remote Commissioning of Affidavits For Use in Civil and Family Proceedings During the COVID-19 Pandemic.

SWORN before me by
videoconference with the affiant at
Springbank, in the Province of
Alberta, and the commissioner at the
City of Toronto, in the Province of
Ontario, on October 27, 2026

A Commissioner for taking affidavits
in the Province of Ontario



ARTHUR PRICE

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This is **Exhibit "A"** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026

A Commissioner for Taking Affidavits
in the Province of Ontario

A handwritten signature in blue ink, appearing to be 'DP', located in the bottom right corner of the page.

LEASE

THIS LEASE is dated effective the 15th day of January, 1996.

THIS LEASE is made and between the Landlord and Tenant named in Article 1, each of which, in consideration of the covenants herein contained, agrees as follows:

ARTICLE 1 - BASIC TERMS, SCHEDULES, DEFINITIONS

1.1 Basic Terms

- (a) (i) Landlord: Store Properties Limited and 64483 Alberta Ltd.
 - (ii) Address of Landlord: 8417 Elbow Drive S.W., Calgary, Alberta, T2V 1K8
- (b) (i) Tenant: Sunterra Quality Food Markets (Calgary) Ltd. (may identify Premises with Food-Vale trade name).
 - (ii) Address of Tenant: #2030, 335 - 8 Avenue S.W., Calgary, Alberta, T2P 1C9
 - (iii) Operating Name: Sunterra Quality Food Markets
- (c) Address of Premises: 803 - 49 Avenue S.W., Calgary, Alberta, T2S 1G8
- (d) Floor Area: twelve thousand (12,000) square feet
- (e) (i) Term: ten (10) years
 - (ii) Commencement Date: January 15, 1996



(iii) Expiration Date: January 14, 2006

(f) Minimum Rent:

<u>Lease Years</u>	<u>Rate/Sq. Ft.</u>	<u>Rate/Annum</u>	<u>Rate/Month</u>
1 - 10, inclusive			
(Subject to the rent credit referred to in Section 4.5)			

(g) Additional Rent as set forth in Article 5 herein

(h) Permitted Use of Premises: retail supermarket

(i) Legal Description of Shopping Centre:

PLAN BRITANNIA CALGARY 3700 GO
BLOCK ONE (1)
LOTS ONE (1) TO FOUR (4) INCLUSIVE
AND THE EAST TWENTY-EIGHT (28) FEET OF LOT FIVE (5)

EXCEPTING THEREOUT ALL MINES AND MINERALS

These Basic Terms are hereby approved by the parties. Each reference in this Lease to any of the Basic Terms shall be construed as set forth above.

1.2 Schedules

Each schedule attached to this Lease is incorporated herein as an integral part of this Lease.

The schedules are as follows:

Schedule "A" - Premises outlined in red

Schedule "B" - Definitions

Schedule "C" - Rules and Regulations

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1.3 Definitions

In this Lease, the words, phrases and expressions set forth in Schedule "B" shall have the meaning set forth therein.

ARTICLE 2 - GRANT OF LEASE

2.1 Demise

The Landlord, being the registered owner of The Shopping Centre, subject to such mortgages and encumbrances as are registered against title thereto, does hereby lease the Premises to the Tenant for the Term subject to the covenants and conditions herein set forth.

2.2 Adjustment of Floor Area

If the Floor Area of the Premises set out in Section 1.1(d) is thought by the Tenant to be incorrect, then, within thirty (30) days of the Tenant having taken possession of the Premises or the Landlord having notified the Tenant of the actual Floor Area of the Premises, as the case may be, the Tenant may cause the Premises to be measured at its expense and if a discrepancy is determined and confirmed by the Architect, the Floor Area of the Premises shall be revised accordingly with a corresponding adjustment in Minimum Rent and Additional Rent.

ARTICLE 3 - TERM, OPTIONS TO RENEW

3.1 Term

The Term of this Lease shall be for the period set out in Section 1.1(e)(i), beginning on the Commencement Date set forth in Section 1.1(e)(ii) and ending on the Expiration Date set forth in Section 1.1(e)(iii).

3.2 First Option to Renew

(a) Provided the Tenant shall not then be in continuing default of any material covenant or condition set forth in this Lease, the Tenant shall have the option, exercisable by

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notice in writing given to the Landlord not less than six (6) and not more than twelve (12) months before the last day of the Term, to renew this Lease for a further term of five (5) years (the "First Renewal Term") upon the terms and conditions set forth in this Lease, excluding the Minimum Rent as herein set forth.

(b) Minimum Rent for the First Renewal Term shall be Fair Market Rent effective as of a date which shall be the ninetieth (90th) day prior to the last day of the Term (the "Fix-Date").

3.3 Second Option to Renew

(a) Provided the Tenant shall not then be in continuing default of any material covenant or condition set forth in this Lease, the Tenant shall have the option, exercisable by notice in writing given to the Landlord not less than six (6) and not more than twelve (12) months before the last day of the First Renewal Term, to renew this Lease for a further term of five (5) years (the "Second Renewal Term") upon the terms and conditions set forth in this Lease, excluding the Minimum Rent as herein set forth.

(b) Minimum Rent for the Second Renewal Term shall be Fair Market Rent effective as of a date which shall be the ninetieth (90th) day prior to the last day of the First Renewal Term (the "Fix-Date").

3.4 Arbitration

Should the Landlord and Tenant be unwilling or unable to agree in writing as to the Fair Market Rent applicable to a renewal term by the Fix-Date applicable thereto, the matter shall be forthwith submitted to and determined by arbitration. Either party may require such arbitration by giving a written notice to arbitrate to the other party. In such event each of the parties shall give notice to the other within ten (10) days after the giving of such notice to arbitrate nominating one (1) arbitrator on its behalf. The arbitrators, so nominated, shall within ten (10) days of the date of nomination of the latter of them nominate a third arbitrator and the

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three arbitrators, so nominated, shall determine Fair Market Rent having regard to all of the provisions of this Agreement. If either party shall fail to nominate an arbitrator in accordance with the foregoing or if the arbitrators so nominated by the parties fail to agree upon the nomination of the third arbitrator, either party may upon notice to the other, apply to a Justice of the Court of Queen's Bench of Alberta who shall have jurisdiction to nominate such arbitrator. The decision of a majority of the arbitrators shall be final and binding upon the parties. The cost of arbitration shall be borne equally between the parties unless by a majority decision the arbitrators shall otherwise decide. Except as to matters specifically provided for in this Section 3.4, the provisions of the Arbitration Act (Alberta) shall apply to any such arbitration.

ARTICLE 4 - RENT

4.1 Minimum Rent

The Tenant shall pay to the Landlord in and for each Lease Year of the Term Minimum Rent as set forth in Section 1.1(f) hereof, payable by equal consecutive monthly instalments as set forth therein.

4.2 Adjustment of Minimum Rent

If the Floor Area of the Premises is revised in accordance with Section 2.2, the Minimum Rent shall be recalculated by multiplying such revised Floor Area by the rental rate per square foot set out in Section 1.1(f) and the amount of the equal monthly instalments shall be amended accordingly.

4.3 Payment of Minimum Rent

The first monthly instalment of Minimum Rent shall be paid on or before the Commencement Date and subsequent instalments of Minimum Rent shall be paid in advance on the first day of each and every succeeding month throughout the Term.



4.4 Pro Rata Adjustment of Rent

All rent shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate rent for irregular periods of less than one (1) year or one (1) month, as the case may be, an appropriate pro rata adjustment shall be made in order to calculate rent for such irregular period.

4.5 Rent Credit

Provided the Landlord shall receive from a former tenant, Food-Vale Store (1986) Ltd., on or before January 15, 1996 an executed Surrender of Lease and Release containing terms and conditions acceptable to the Landlord, acting reasonably, the Tenant shall be entitled to a credit of Fifteen Thousand (\$15,000.00) Dollars against Minimum Rent payable to the Landlord pursuant to this Lease, such credit to be taken in five (5) equal monthly portions of Three Thousand (\$3,000.00) Dollars each on the 1st days of March, April, May, June and July of 1996 and the Minimum Rent payable by the Tenant to the Landlord shall be so reduced in each those months.

4.6 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Lease shall be:

- (a) paid to the Landlord by the Tenant in lawful money of Canada;
- (b) made when due hereunder, without prior invoice or demand therefor and without any set-off, compensation or deduction whatsoever, at the office of the Landlord at the address set forth in Section 1.1(a)(ii) or such other place as the Landlord may designate in writing from time to time to the Tenant;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may, in its discretion, acting reasonably, see fit, and without restricting

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the generality of the foregoing, no acceptance by the Landlord of any amount less than the full sum which is due and owing by the Tenant shall constitute an accord and satisfaction or oblige the Landlord to accept in full settlement anything less than the full amount owing and outstanding at any time;

- (d) deemed to be rent and shall be recoverable as rent, in respect of which the Landlord shall have all rights and remedies against the Tenant as the Landlord shall have for default in payment of rent;
- (e) subject to an overdue charge if any such payment is not made when due, which charge shall be deemed to be Additional Rent equal to twelve (12%) per cent per annum on the overdue amount, both before and after judgment, payable with the next monthly instalment of Minimum Rent, all without prejudice to any other right or remedy of the Landlord;
- (f) made, if the Landlord so requests, by way of a series of cheques, post-dated to the respective due dates of such payments, which the Tenant shall supply to the Landlord at the commencement of each Lease year or earlier should the Landlord so request, or by way of an automatic debiting system by which payments are deducted from the Tenant's bank account and credited to the Landlord's bank account, all at the Tenant's cost and all without prejudice to any other right or remedy of the Landlord.

ARTICLE 5 - ADDITIONAL RENT

5.1 Absolute Net Lease

It is the intent of the parties and agreed that this Lease shall be absolutely net to the Landlord whereby, without limiting the generality of the foregoing, the Tenant shall pay for its own account, and without any variation, set-off or deduction, all amounts, charges, costs, duties,



expenses, fees, rates, utilities, taxes and increases therein in any way relating to the Premises as well as a share of the expenses relating to the operation of the Shopping Centre as set forth in this Lease.

5.2 Additional Rent

Without limiting the generality of the preceding Section, the Tenant shall pay to the Landlord as Additional Rent in each Lease year the aggregate of the following costs which shall be calculated without markup or surcharge:

- (a) the Tenant's Proportionate Share of the Property Taxes;
- (b) the Tenant's Proportionate Share of Operating Costs;
- (c) a charge for supplying electricity to the Premises, as determined by the Landlord on the basis of the Tenant's consumption in a manner generally applicable to all tenants;
- (d) a charge for supplying heating, ventilating, air-conditioning and other utilities to the Premises, to the extent that any are supplied, as allocated by the Landlord on the basis of the cost of supplying such utilities to the premises of all tenants receiving such utilities and the Tenant's consumption in a manner generally applicable to all tenants receiving such utilities;
- (e) all applicable taxes, including Sales Tax;
- (f) such other amounts, charges, costs, sums or increases therein as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Minimum Rent.

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5.3 Estimate of Additional Rent

The Landlord shall, in respect of any or all items of Additional Rent, compute bona fide estimates of the amounts which are anticipated to accrue in the next Lease year (or other period) and the Landlord shall provide the Tenant with written notice of the amount of such estimate.

5.4 Payment of Additional Rent

The Tenant shall pay to the Landlord the Additional Rent, so estimated by the Landlord, in equal consecutive monthly instalments throughout the Lease Year (or other period) with the monthly instalments of Minimum Rent.

5.5 Adjustment of Additional Rent

Within ninety (90) days of the end of each Lease Year (or other period) the Landlord shall compute the Additional Rent, and deliver to the Tenant a written statement of Additional Rent, and the calculation of the Tenant's Proportionate Share for such Lease Year (or other period). If the Proportionate Share as set forth in any such statement exceeds the aggregate amount of the instalments of estimated Additional Rent paid by the Tenant for such period, the Tenant shall pay to the Landlord the amount of such excess within fifteen (15) days of the delivery of such statement. If the contrary is the case, such statement of Additional Rent shall be accompanied by a refund to the Tenant of the overpayment.

5.6 Pro Rata Adjustment of Additional Rent

In the event this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent would otherwise be payable, the amount thereof payable by the Tenant shall be apportioned and adjusted in accordance with the adjustment provisions of this Lease.

5.7 Review of Additional Rent

No party hereto may claim a readjustment in respect of any item of Additional Rent whether paid or payable in instalments or otherwise, if based on any error of estimation,

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allocation, calculation or computation thereof, unless claimed in writing prior to the expiration of one (1) year from the conclusion of the period in respect of which such item of Additional Rent accrued.

5.8 Apportionment of Additional Rent

Whenever, in the Landlord's reasonable opinion, an item of Additional Rent properly relates to only a portion of the Shopping Centre and the Premises are located within such portion, the Tenant's Proportionate Share of such item or category shall be calculated in relation to the Gross Leasable Area of such portion. The Tenant shall have the benefit of such provision when applied to portions of the Shopping Centre not occupied in whole or in part by the Tenant.

ARTICLE 6 - TAXES

6.1 Tenant's Taxes

The Tenant shall pay promptly when due all business, sales, machinery, equipment and all other taxes, assessments, charges and rates, as well as any permit or license fees, attributable to the Premises or the property, business, sales or income of the Tenant in respect of the Premises.

6.2 Payment of Property Taxes

The Tenant shall pay to the Landlord as Additional Rent the Tenant's Proportionate Share of Property Taxes.

6.3 Increases in Property Taxes

The Tenant shall pay to the Landlord as Additional Rent an amount equal to any increase in the Property Taxes by reason of any installation, alteration or use made in or to the Premises by or for the benefit of the Tenant or any assignee, concessionaire, licensee or subtenant of the Tenant. In making any determination of such an amount payable by the Tenant, the Landlord shall act reasonably and shall take into account all relevant factors relating to such matter.

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6.4 Taxes

The Tenant shall pay to the Landlord as Additional Rent, or as otherwise required by law, all Sales Tax, including applicable federal Goods and Services Tax. The Landlord shall determine on a reasonable basis the extent to which the taxes are imposed by reason of any sum payable by the Tenant to the Landlord pursuant to any provisions of this Lease and any report of the Landlord's chartered accountant for such purpose shall be conclusive as to the amount of any such taxes for any period to which such report relates.

ARTICLE 7 - OPERATING COSTS

7.1 Payment of Operating Costs

The Tenant shall pay to the Landlord as Additional Rent the Tenant's Proportionate Share of Operating Costs.

7.2 Increases in Costs

Except for its normal and regular business activities, the Tenant shall not do or omit, or permit to be done or omitted, upon or about the Premises, anything which shall cause the Operating Costs to be increased. If the Operating Costs shall be so increased, the Tenant shall pay to the Landlord as Additional Rent the amount of such increase. In making any determination of such an amount payable by the Tenant, the Landlord shall act reasonably and shall take into account all relevant factors relating to such matter.

ARTICLE 8 - UTILITIES, HVAC COSTS

8.1 To the extent utilities are supplied and separately metered to the Premises, the Tenant shall promptly pay the costs and charges periodically payable in respect thereof.

8.2 To the extent utilities are supplied to the Shopping Centre for the account of the Landlord, such utilities shall be supplied to and consumed by all tenants in the Shopping Centre

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and the costs and charges periodically payable by the Landlord in respect thereof shall be allocated as Operating Costs to the tenants in the Shopping Centre whose premises are not separately supplied by and metered for such utilities.

8.3 Notwithstanding Sections 8.1 and 8.2 the Landlord shall supply electricity, heating, ventilating, air-conditioning or other utilities to the Premises to a capacity adequate for the use outlined in Section 1.1(h).

ARTICLE 9 - INSURANCE

9.1 Tenant's Insurance

(a) The Tenant shall, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form and with such companies as the Landlord may reasonably approve:

- (i) comprehensive general liability insurance applying to all operations of the Tenant and against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance shall be in the name of the Tenant, and the Landlord shall be named therein as an insured party. Such insurance shall be for the amount of not less than One Million (\$1,000,000.00) Dollars combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such insurance shall, for the Tenant's benefit only, include contractual liability and tenant's legal liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease;
- (ii) all risk insurance upon its merchandise, stock-in-trade, furniture and



fixtures and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises, against breakage and damage from any cause, all in an amount equal to the full replacement value thereof, which amount in the event of a dispute shall be determined by the decision of the Landlord;

- (iii) liability and property damage insurance with respect to all motor vehicles owned by the Tenant and operated in its business.

(b) The policies of insurance referred to above shall contain the following additional provisions:

- (i) provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of a claim under such policies and such 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 the insured(s);
- (ii) provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord shall be excess coverage;
- (iii) all property damage insurance referred to above shall provide for waiver of the insurer's rights of subrogation as against the Landlord;
- (iv) provisions that such policies of insurance shall not be cancelled without the insurer first providing the Landlord thirty (30) days written notice stating when such cancellation shall be effective.



(c) Evidence satisfactory to the Landlord of all such policies of insurance shall be provided to the Landlord upon request;

(d) The Tenant shall further during the whole of the Term maintain such other insurance in such amounts and upon such risks as the Landlord may reasonably require from time to time.

9.2 Landlord's Insurance

The Landlord shall take out or cause to be taken out and keep or cause to be kept in full force and effect:

- (a) standard fire and extended coverage insurance on the Shopping Centre, except foundations, and insurance to cover any loss of rental income which may be sustained by the Landlord;
- (b) boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Shopping Centre (other than such boilers and pressure vessels to be insured by the Tenant hereunder);
- (c) comprehensive general liability insurance against claims for bodily injury including death and property damage in such form and subject to such deduction and exceptions as the Landlord may determine;

provided that nothing herein shall prevent the Landlord from providing or maintaining such additional or broader coverage as the Landlord may obtain in its discretion.

9.3 Increases in Rates

Except for its normal and regular business activities, the Tenant shall not do, omit or

permit to be done or omitted upon the Premises anything which shall cause any rate of insurance upon the Shopping Centre or any part thereof to be increased or cause insurance to be cancelled. If any such rate of insurance shall be increased as aforesaid, the Tenant shall pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Shopping Centre or any part thereof is cancelled or threatened to be cancelled and cannot be replaced at reasonable cost by reason of the use or occupancy by the Tenant or any act or omission as aforesaid, the Tenant shall forthwith remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord.

9.4 Recovery of Landlord's Premiums

For the purposes of the recovery of the cost of insurance premiums paid by the Landlord, such premiums shall be deemed to be included in Operating Costs and recovered in accordance with the provisions of this Lease.

ARTICLE 10 - USE AND OCCUPATION

10.1 Quiet Enjoyment

The Landlord covenants with the Tenant for quiet enjoyment throughout the Term, for so long as the Tenant is not in default hereunder, and except as provided herein.

10.2 Use

The Premises shall be used for the purpose set forth in Section 1.1(h) and for no other purpose.

10.3 Operating Name

The Tenant shall carry on business under the operating name set forth in Section 1.1(b)(iii) and under no other name or style whatsoever unless such other name or style is first approved in writing by the Landlord, such approval not to be unreasonably withheld.



10.4 Covenant to Operate

The Tenant shall throughout the whole of the Term continuously operate, occupy and utilize the entire Premises and conduct its business therein complying strictly with the provisions of this Lease. The Tenant acknowledges that this covenant of the Tenant is a material element inducing the Landlord to execute this Lease.

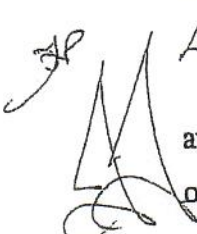
10.5 Character of Business

The Tenant shall operate and conduct its business upon the whole of the Premises in an up-to-date, first class and reputable manner befitting the character of the Shopping Centre.

10.6 Rules and Regulations

(a) The Rules and Regulations attached hereto as Schedule "C" may be amended by the Landlord from time to time acting reasonably, as would a reasonable and prudent landlord of a reasonably similar commercial development. Such rules and regulations shall be binding upon the Tenant, shall be of general application to all tenants in the Shopping Centre, and shall at no time contradict any term, covenant or condition set forth in this Lease.

(b) The Rules and Regulations now or hereafter in force shall be observed and performed by the Tenant and its agents, concessionaires, employees, invitees, licenses and subtenants and the Tenant shall be responsible for such observance and performance.

 (c) ~~For the enforcement of the Rules and Regulations, the Landlord shall have available to it all remedies set forth in this Lease for a breach of any provision hereof, and all other legal rights and remedies including injunction, both at law and in equity.~~

(d) The Landlord shall not be responsible to the Tenant for the non-observance or violation by any other tenant or person of the Rules and Regulations.



10.7 Signs

The Tenant shall erect, install and maintain a sign of a kind and size and in a location, which shall be first approved in writing by the Landlord, which approval shall not be unreasonably withheld, publicizing the Tenant's operating name, as set forth in Section 1.1(b)(iii). Any other signs, as well as the advertising practices of the Tenant and any display windows, shall comply with the applicable Rules and Regulations. The Tenant shall not erect, install or maintain any sign other than in accordance with this Section. At the expiration or earlier termination of this Lease, the Tenant shall, if required to do so by the Landlord, remove any such sign or signs and repair any loss or damage to the Shopping Centre occasioned thereby, all at the Tenant's sole expense.

10.8 General Prohibitions

(a) The Tenant shall warehouse, stock or store in the Premises only such goods, wares and merchandise as the Tenant intends to offer for sale at retail at, in, from or upon the Premises, provided that the Tenant shall not be precluded from occasional emergency transfers of merchandise to the other stores of the Tenant which are not located in the Shopping Centre.

(b) The Tenant shall not permit any business to be conducted in or from the Premises, or any part thereof, by any licensee or concessionaire nor permit the operation of any coin-operated machines on the Premises without the prior written consent of the Landlord.

10.9 Compliance with Laws

The Tenant shall carry on and conduct its business from the Premises in such manner as to comply with any and all statutes, by-laws, rules and regulations of any Federal, Provincial, Municipal or other competent authority for the time being in force, and shall not do anything upon the Premises in contravention thereof.

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10.10 Nuisance

The Tenant shall not in the conduct of its business do or permit to be done or omitted anything which could damage the Shopping Centre or injure or impede the business of other tenants in the Shopping Centre or which shall or might result in any nuisance in or about the Premises, whether to the Landlord, any tenant of the Shopping Centre, or any other party, the whole as determined by the Landlord, acting reasonably. In any of the foregoing events, the Tenant shall forthwith remedy the same and if such thing or condition shall not be so remedied, the Landlord may, after such notice, if any, as the Landlord, acting reasonably, may deem appropriate in the circumstances, correct such situation at the expense of the Tenant and the Tenant shall pay such expense to the Landlord as Additional Rent.

ARTICLE 11 - DEPOSIT - TENANT IMPROVEMENTS

11.1 Tenant Improvements

The Tenant shall construct and install in and about the Premises on or before the last day of the twenty-fourth (24th) month of the Term tenant improvements satisfactory to the Landlord to a value of not less than Three Hundred Thousand (\$300,000.00) Dollars, which sum may include the value of the Tenant's trade fixtures and equipment to a value not exceeding One Hundred and Twenty Thousand (\$120,000.00) Dollars thereof.

11.2 Deposit

To guarantee its undertaking to the Landlord set forth in Section 11.1, the Tenant has paid to the Landlord or shall forthwith pay to the Landlord a deposit in the sum of Thirty-Nine Thousand (\$39,000.00) Dollars.

11.3 Refund of Deposit

Such deposit shall be fully refundable by the Landlord to the Tenant at such time as the Tenant shall provide to the Landlord evidence satisfactory to the Landlord, acting reasonably, that the Tenant has completed and paid for tenant improvements in an amount of not less than

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Sixty Thousand (\$60,000.00) Dollars, which amount shall not include the value of any trade fixtures and equipment installed in the Premises by the Tenant.

11.4 Forfeiture

If the Tenant shall be unable to provide such evidence of completion and payment on or before the last day of the twenty-fourth (24th) month of the Term, the said deposit shall be forfeited to the Landlord as liquidated damages and not as a penalty. Notwithstanding such forfeiture, all of the rights of the Landlord with respect to a breach of the Tenant's obligations under Section 11.1 and this Lease generally shall remain available to it.

ARTICLE 12 - CLEANING, REPAIR

12.1 Cleaning

(a) The Tenant shall keep the Premises and, without limitation, the inside and outside of all glass windows and doors of the Premises and all exterior surfaces of the Premises, in a neat, clean and sanitary condition and shall not allow any refuse, garbage or other loose or objectionable waste material to accumulate in or about the Premises but rather shall dispose of the same in accordance with the Rules and Regulations.

(b) The Tenant shall, immediately before the termination of the Term, wash the floors, windows, doors, walls and woodwork of the Premises and shall not, upon such termination, leave upon the Premises any refuse, garbage or waste material.

(c) The Tenant shall pay for its own janitorial service, cleaning of debris, removal of garbage and such other costs as may be incurred in cleaning in accordance with this Article, and, to the extent it pays such costs, the Tenant shall be relieved from the payment of such costs generally included as Operating Costs with reference to areas of the Shopping Centre not occupied by the Tenant.

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(d) In the event the Tenant fails to clean in accordance with this Article upon notice so to do from the Landlord, the Landlord may clean the same and the Tenant shall pay to the Landlord as Additional Rent the cost thereof.

12.2 Tenant's Repairs

(a) The Tenant shall maintain and ~~repair~~ the Premises, excepting only reasonable wear and tear and repairs which are the responsibility of the Landlord pursuant to this Article 12, but including any damage to or breakage of glass, plate glass, shop windows, mouldings, storefronts, signs, doors, hardware, lighting, wiring, plumbing, improvements, partitions, wall fixtures and all trade fixtures and furnishings of the Tenant or otherwise in or for the Premises and maintain in good condition the interior of the Premises, any appurtenances thereto, any improvements now or hereafter erected or installed therein and any apparatus or equipment of the Tenant therein or therefor.

(b) The Tenant shall keep well-painted at all times the interior of the Premises in accordance with the reasonable requests of the Landlord, using colours which shall first be approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed; shall keep all heating, ventilation and air-conditioning and plumbing facilities within the Premises and all drains therefrom in good repair and working order.

12.3 View Repairs

The Landlord may enter the Premises at any reasonable time during business hours and at any time during any emergency to view the state of repair and the Tenant shall repair according to notice in writing from the Landlord so to do, subject to the exceptions contained in this Article.

12.4 Landlord may Repair

If the Tenant fails to repair as required herein and according to notice from the Landlord

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within thirty (30) days of receipt thereof, the Landlord may make such repairs and the Tenant shall pay as Additional Rent the Landlord's cost for making such repairs.

12.5 Landlord's Repairs

(a) The Landlord shall be responsible for Structural Repairs to the Premises and repairs of damage to the Shopping Centre caused by perils against which the Landlord has insured, unless caused by the negligence of the Tenant, or persons for whom the Tenant is responsible in law.

(b) The Landlord shall not be liable for any loss or damage to any person or property for its failure to repair in accordance with this Article, unless such loss or damage is caused by the default or negligence of the Landlord, its agents, employees or contractors and is not specifically excepted pursuant to the provisions of this Lease.

(c) The Landlord shall maintain the Shopping Centre as would a prudent owner, the cost of which shall be included in Operating Costs.

(d) In fulfilling its obligations pursuant to this Article, the Landlord shall be entitled to enter the Premises and shall act as expeditiously as is reasonably possible in the circumstances.

12.6 Taking of Possession

The taking of possession of the Premises by the Tenant shall be conclusive evidence against the Tenant, that at the time of taking possession, the Premises were in good and satisfactory condition, excepting any unobservable condition or disrepair of structural elements thereof.

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ARTICLE 13 - ALTERATIONS, FIXTURES

13.1 Tenant's Alterations

(a) The Tenant shall not make or cause to be made any alterations, additions or improvements or erect or cause to be erected any partitions or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises without first obtaining the Landlord's written approval thereto, such approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.

(b) All fixtures installed by the Tenant shall be of high quality, provided that the Tenant may install its usual trade fixtures in its usual manner so long as such installation has first been approved by the Landlord and does not damage the structure of the Shopping Centre.

(c) The Tenant shall not install in or for the Premises any special locks, safes, or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval, such approval not to be unreasonably withheld or delayed.

(d) When seeking the approval of the Landlord as required by this Article, the Tenant shall present to the Landlord plans and specifications of the proposed work.

(e) The Tenant shall promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Shopping Centre and should any claim or lien be made or filed the Tenant shall discharge the same.

13.2 Removal of Fixtures

(a) So long as the Tenant is not then in any continuing material default hereunder at the expiration of the Term (including, if applicable, the First Renewal Term and Second



Renewal Term) the Tenant shall then have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof; provided that all alterations, additions and improvements constructed and installed in the Premises and attached in any manner to the floors, walls or ceiling, including any floor covering and light fixtures but not including any refrigerated display fixtures, are hereby deemed not to be trade fixtures and shall remain upon and be surrendered with the Premises, except to the extent the Landlord requires removal thereof, which requirement, if invoked by the Landlord, shall not be exercised unreasonably.

(b) If the Tenant fails to remove its trade fixtures and restore the Premises as aforesaid, all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord continues to require removal thereof.

(c) Should the Tenant abandon the Premises or should this Lease be terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the time of default by the Tenant, all trade fixtures and furnishings of the Tenant (whether before or after the removal thereof) shall become and be deemed to be the property of the Landlord, without indemnity to the Tenant, as additional liquidated damages in respect of such default, but without prejudice to any other right or remedy of the Landlord.

(d) Notwithstanding that any trade fixture, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.

(e) If the Tenant, after receipt of a notice from the Landlord, acting reasonably, fails to promptly remove any trade fixture, furnishings, alterations, additions, improvements and fixtures in accordance with such notice, then the Landlord may enter into the Premises and

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remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

13.3 Landlord's Alterations

The Landlord reserves the right to:

(a) make any changes or additions to the apparatus, appliances, conduits, ducts, equipment, pipes or structures of any kind in the Premises where reasonably necessary to serve adjoining premises or other parts of the Shopping Centre;

(b) make alterations or additions to the structure and facilities of the Shopping Centre

which rights may be exercised by the Landlord in its reasonable discretion with regard to the rights of the Tenant pursuant to this Lease and without any claim for damages or indemnification against the Landlord, its employees or agents and without diminution or abatement of rent, except during any period of time during which the Tenant is unable to carry on business with the public because of the exercise of such rights by the Landlord. In the event that such exercise results in a change in the Gross Leasable Area of the Shopping Centre, the Additional Rent payable by the Tenant thereafter shall be recalculated but without any adjustment with respect to any earlier payment of Additional Rent.

ARTICLE 14 - SUBSTANTIAL DAMAGE AND DESTRUCTION. EXPROPRIATION

14.1 Abatement

If during the Term the Premises shall be damaged or destroyed by any cause whatsoever whereby the Premises are rendered unfit for occupancy by the Tenant, the rent hereby reserved shall abate until the Premises are again fit for occupancy.

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14.2 Substantial Damage or Destruction - Landlord's Right to Terminate

In the event of Substantial Damage or Destruction of the Premises, or of any other portion or portions of the Shopping Centre, whether or not the Premises be affected thereby, the Landlord may within sixty (60) days after such damage or destruction, on giving thirty (30) days written notice to the Tenant, declare this Lease terminated forthwith. In such event, the Term shall be deemed to have expired, the Tenant shall deliver up possession of the Premises, and rent shall be apportioned and shall be payable by the Tenant to the date of termination stated in such notice. In such event, the Landlord shall repay to the Tenant any rent paid in advance and unearned. "Substantial Damage or Destruction" for the purposes of this Section 14.2 means such damage as, in the opinion of the Architect, requires substantial alteration or reconstruction of the Premises or of other portion or portions of the Shopping Centre or such damage to the Premises as cannot be repaired within a period of one hundred and eighty (180) days from the time of such damage.

14.3 Premises Damaged - Tenant's Right to Terminate

In the event the Premises shall be damaged or destroyed such that, in the opinion of the Architect, the Premises cannot be repaired within a period of one hundred and eighty (180) days from the time of such damage or destruction, the Tenant shall have the right, on giving thirty (30) days written notice to the Landlord, to declare this Lease terminated forthwith. In such event the Tenant shall deliver up possession of the Premises and rent shall be apportioned and shall be payable by the Tenant to the date of termination stated in such notice.

14.4 Rebuilding

If this Lease is not terminated pursuant to this Article, the Landlord shall cause such damage or destruction to be repaired or reconstructed, save as to items which are the responsibility of the Tenant pursuant to any provision of this Lease.

14.5 Expropriation

- (a) If during the Term, title is taken to the whole or any part of the Shopping Centre
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(whether or not such part includes the Premises) by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable Shopping Centre, the Landlord may at its option terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant shall immediately deliver up possession of the Premises, rent shall be payable up to the date of such termination and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

(b) In the event of any such taking, the Tenant shall have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefor to the Tenant.

ARTICLE 15 - ASSIGNMENT, SUBLETTING, SALE OR MORTGAGE

15.1 Assignment and Subletting

(a) The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer any other right or interest under this Lease, without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Article.

(b) Notwithstanding any assignment or sublease, the Tenant shall remain fully liable for all of its covenants set forth in this Lease, unless the Landlord's written consent under Section 15.1(a) shall contain a release of the Tenant in respect of such covenants.

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(c) If the Lease is assigned or if the Premises or any part thereof are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion thereof, to the rent herein reserved.

(d) No assignment or sublease shall be made or proposed other than to responsible persons, firms, partnerships or bodies corporate who are experienced in and agree to carry on the type of business conducted in the Premises by the Tenant, as set forth in Section 1.1(h), and who shall undertake in favour of the Landlord to perform and observe the obligations of the Tenant hereunder by entering into an assumption agreement directly with the Landlord.

(e) No assignment or sublease shall be made or proposed unless the Tenant and the assignee or subtenant shall covenant with the Landlord to pay the Minimum Rent and operating costs as specified in this Lease.

(f) The prohibition against assigning or subletting without the consent required by this Article shall be construed to include a prohibition against any assignment or sublease by operation of law.

(g) The consent by the Landlord to any assignment or sublease shall not constitute a waiver or the necessity of such consent to any subsequent assignment or sublease.

15.2 Sale of Assets

No sale of all or substantially all of the goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld so long as the Tenant and the purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, acting reasonably, that the Tenant's obligations hereunder will continue to be performed and respected, in the manner satisfactory to the Landlord, acting reasonably, after completion of such sale.

15.3 Subordination and Attornment

(a) This Lease and the Tenant's rights hereunder shall automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or hereafter in force against the Shopping Centre or any part thereof, as now or hereafter constituted, and to all advances made or hereafter to be made upon the security hereof; and, upon the request of the Landlord, the Tenant shall execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

(b) The Tenant shall, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any mortgage or other method of financing or refinancing made by the Landlord in respect of the Shopping Centre, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, should such encumbrancer so elect and require.

(c) The Landlord shall use its best efforts to ensure that no subordination or attornment as required by this Article shall have the effect of disturbing the Tenant's occupation and possession of the Premises, provided that the Tenant is not in any continuing and material default hereunder and substantially complies with all of the covenants, terms and conditions hereof.

15.4 Estoppel

(a) Whenever requested by the Landlord, a mortgagee or an encumbrancer holder or other third party having any interest in the Shopping Centre, the Tenant shall within ten (10) days of the request executed and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account hereunder, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.



(b) Tenant's failure to deliver such certificate or acknowledgement within the time provided shall constitute default hereunder and shall be conclusive against the Tenant that the information set out in the certificate or acknowledgement which the Tenant was request to executed is as set out in such certificate or acknowledgement.

15.5 Sale by Landlord

In the event of a sale by the Landlord of any portion or all its interest in the Shopping Centre, the Landlord shall thereafter be entirely relieved of the performance of all terms, covenants and obligations thereafter to be performed by the Landlord under this Lease, to the extent of the interest or portion so sold or transferred and it shall be deemed and construed without further agreement between the parties that the purchaser or transferee, as the case may be, has assumed and agreed to carry out any and all covenants of the Landlord hereunder.

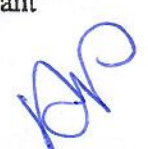
ARTICLE 16 - INDEMNITY, LIENS

16.1 Tenant's Indemnity

The Tenant shall at all times during the Term, indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord shall or may become liable, incur or suffer by reason of a breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs to the Premises, made by or on behalf of the Tenant, or by reason of injury occasioned to or suffered by any person or damage to any property, by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Shopping Centre.

16.2 Landlord's Indemnity

The Landlord shall at all times during the Term, indemnify and save harmless the Tenant



of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Tenant shall or may become liable, incur or suffer by reason of a breach, violation or non-performance by the Landlord of any covenant, term or provision hereof or by reason of injury occasioned to or suffered by any person or damage to any property, by reason of any wrongful act or omission, default or negligence on the part of the Landlord or any of its agents, concessionaires, contractors, customers, employees, representatives, invitees or licensees in or about the Shopping Centre.

16.3 Liens

The Tenant shall, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant shall pay to the Landlord as Additional Rent the cost thereof, including the Landlord's complete legal costs.

16.4 Granting of Security Interest

(a) Save only in respect of refrigerated display fixtures, the Tenant shall not grant a Security Interest in any goods that have become affixed to the Premises, and the Tenant shall not affix to the Premises any goods which are subject to a Security Interest.

(b) The Tenant shall not permit any Notice claiming a Security Interest in any fixture to be registered against title to the Shopping Centre and shall, immediately upon demand by the Landlord, remove or cause to be removed any such Notice and institute and diligently prosecute any proceedings pertinent thereto.



ARTICLE 17 - DEFAULT, REMEDIES, TERMINATION

17.1 Default

If and whenever:

- (a) the Tenant shall be in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default shall continue for ~~ten (10)~~ ^{thirty (30)} days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for twenty ~~(20)~~ ⁽³⁰⁾ days following written notice by the Landlord requiring the Tenant to pay the same; or
- PROVIDED THE LANDLORD PROVIDES 30 DAYS WRITTEN NOTICE TO THE TENANT OF ANY SUCH DEFAULT*
- (b) the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises shall be taken or seized in execution or attachment, or if any writ of execution shall issue against the Tenant and not be discharged within twenty-one (21) days of its issuance, or the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver or receiver and manager shall be appointed for the affairs, business, property or revenues of the Tenant, and such condition, proceeding or appointment shall not be vacated or discharged within twenty-one (21) days of its occurrence.
- (c) the Tenant shall fail to commence, diligently pursue and complete the tenant improvements to be performed by it or to vacate or abandon the Premises or fail or cease to operate pursuant to the provisions of this Lease or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purposes other than as allowed pursuant to this Lease, or fail

to remedy or rectify any act or omission hereunder, or if the Tenant should make a sale of all or substantially all of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine and ordinary course of its business; or

- (d) the Tenant shall sell all or substantially all of its assets, wherever situated (other than a sale to an Assignee or Sublessee pursuant to a permitted assignment or subletting hereunder); or
- (e) the Tenant abandons or attempts to abandon the Premises, or sells or disposes of the trade fixtures, goods or chattels of the Tenant or removes them from the Premises so that there would not in the event of such sale or disposal be sufficient trade fixtures, goods or chattels of the Tenant on the Premises subject to distress to satisfy all rent due or accruing hereunder for a period of at least twelve (12) months; or
- (f) the Premises become and remain vacant for a period of five (5) consecutive days or are used by any persons other than such as are entitled to use them hereunder; or
- (g) the Tenant assigns, transfers, encumbers, sublets or permits the occupation or use of the parting with or sharing possession of all or any part of the Premises by anyone except in a manner permitted by this Lease; or
- (h) re-entry is permitted under any other term of this Lease; or
- (i) the Tenant shall not observe, perform and keep each and every of the covenants, agreements stipulations, obligations, conditions and other provisions of this Lease

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to be observed, performed and kept by the Tenant and shall persist in such default, in the case of monetary payments, beyond the ~~ten~~ ^{thirty (30)} day period stipulated in paragraph (a) aforesaid, or in the case of any other default, after thirty (30) days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than thirty (30) days to rectify, unless the Tenant shall commence rectification within the said thirty (30) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;

then, and in each of such cases, and at the option of the Landlord and in addition to any other rights or remedies the Landlord may have pursuant to this Lease or at law, the Landlord may, immediately re-enter upon the Premises and may expel all occupants thereof and remove all property from the premises and such property may be removed and sold or disposed of by the landlord in such manner as it deems advisable, including by private sale, or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant, all without service of notice or resort to legal process and without the Landlord being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If the Landlord elects to re-enter the premises as herein provided, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as are necessary in order to relet the Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the Term or the First Renewal Term of Second Renewal Term, if applicable) and at such rent and upon such other terms, covenants and conditions as the Landlord in its sole discretion considers advisable.

17.2 Landlord may Perform

If the Tenant shall fail to observe, perform or keep any of the provisions of this Lease to be observed, performed and kept by the Tenant, the Landlord may, but shall not be obliged

to, at its discretion and without prejudice to any other right, claim or action it may have, rectify the default of the Tenant, whether or not performance by the Landlord on behalf of the Tenant is otherwise expressly referred to in the applicable Section of this Lease. For such purpose the Landlord may make any payment or do to cause to be done such things as may be required including, without limiting the generality of the foregoing, entry upon the Premises. Any such performance by or at the behest of the Landlord shall at the expense of the Tenant and the Tenant shall pay to the Landlord as Additional Rent the cost thereof.

17.3 Distress

If and whenever the Tenant shall be in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, the Landlord may, without notice or any form of legal process whatever, enter upon the Premises and seize, remove and sell by judicial or formal process or by private sale the Tenant's goods, chattels and equipment therefrom or seize, remove and sell, by judicial or formal process or by private sale, any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress or sale.

17.4 Cost and Interest

All reasonable costs, expenses and expenditures of the Landlord, incurred upon any default by the Tenant hereunder, including, without limitation, the reasonable legal costs incurred by the Landlord on an indemnification basis as between solicitor and his own client shall, forthwith on demand, be paid by the Tenant to the Landlord as Additional Rent.

All rent and other sums due to the Landlord pursuant to the terms of this Lease shall be paid by the Tenant promptly when due, and if not so paid, shall bear interest from their

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respective due dates at the rate of twelve (12%) per cent per annum, both before and after default, demand and judgment.

17.5 Vacate Upon Termination, Survival

At the termination of this Lease, whether by passage of time or otherwise, the Tenant shall vacate and deliver upon possession of the Premises in the same state and condition as they were in upon delivery of possession to the Tenant, subject to reasonable wear and tear and the exceptions from the Tenant's obligation to maintain and repair and subject to the Tenant's rights and obligations in respect of removal and the Tenant shall thereupon surrender all keys to the premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, in the Premises. The indemnity agreements contained in this Lease shall survive the termination of this Lease.

17.6 Additional Right on Re-Entry

If the Landlord shall re-enter the Premises or terminate this Lease, then:

- (a) notwithstanding any such re-entry, termination, or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination shall survive;
- (b) the Landlord may use such force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for or in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- (c) the Landlord may relet the Premises or any part thereof for a term or terms which may be less or greater than the balance of the Term and may grant reasonable concessions in connection therewith; and



(d) the Tenant shall pay to the Landlord on demand:

- (i) rent and all other amounts payable hereunder up to the time of re-entry or to termination, whichever shall be the later; and
- (ii) such reasonable expenses as the Landlord may incur or has incurred in connection with the re-entering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized, including without limitation brokerage, legal fees and disbursements on an indemnification basis as between a solicitor and his own client, and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- (iii) as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from the Lease during the period which would have constituted the unexpired portion of the Term or applicable First Renewal Term of Second Renewal Term had it not been terminated, an amount equal to accelerated Minimum Rent plus Additional Rent for a period of six (6) months, and such other amount as may be claimed by the Landlord according to law.

17.7 No Waiver

No provision of this Lease shall be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver shall be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.



17.8 Remedies Cumulative

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one (1) or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease.

17.9 For Lease Signs

The Landlord shall have the right within six (6) months prior to the expiration of the Term or applicable First Renewal Term or Second Renewal Term to place upon the Premises a notice, of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are to let and the Tenant shall not remove or obscure such notice or permit the same to be removed or obscured.

17.10 Holding Over

If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the Term or applicable First Renewal Term or Second Renewal Term then, without any further written agreement, the Tenant shall be a tenant from month to month at the aggregate of:

- (a) a minimum monthly rent equal to one hundred (100%) per cent of the monthly Minimum Rent prevailing immediately prior to such expiration or termination;
- (b) Additional Rent as herein provided;

and subject always to all of the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication

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of law; provided that if the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant shall be a tenant at will and shall pay to the Landlord, as liquidated damages and not as rent, an amount equal to the aggregate set forth above during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly and subject always to all of the other provisions of this Lease insofar as they are applicable to a tenancy at sufferance and a tenancy from month to month or from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Landlord from taking action for recovery of possession of the Premises.

17.11 Failure to Pay

Should the Tenant fail to make any payment required by the Tenant pursuant to this Lease, the Landlord may, without prejudice to any other right or remedy of the Landlord, pay all or part of such required payment without prior notice to the Tenant and recover such payment from the Tenant as Additional Rent.

17.12 Lien on Trade Fixtures

If the Tenant at any time while in possession of the Premises during the Term or otherwise, is in default under any covenant or obligation contained in this Lease, the Landlord has a paramount ^{MORTGAGE} lien and charge on all stock-in-trade, inventory fixtures, equipment, chattels and facilities of the Tenant as security against loss or damage resulting from any such default by the Tenant and the said stock-in-trade, inventory, fixtures, equipment, chattels or facilities shall not be removed by the Tenant until such default is cured, unless otherwise permitted in writing by the Landlord and such lien and charge is hereby granted by the Tenant in favour of the Landlord. The provisions of this Article and the lien and charge hereby conferred shall survive expiration of the Term or earlier termination of this Lease.

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ARTICLE 18 - GENERAL PROVISIONS

18.1 Approvals

No provisions in this Lease requiring the Landlord's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Landlord relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Landlord on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

18.2 Impossibility of Performance

Notwithstanding anything in this Lease to the contrary, neither the Landlord nor the Tenant shall be deemed to be in default of performance of any term, covenant, or condition of this Lease if failure or delay of such performance shall be due to any strike, lockout, civil disturbance, governmental regulations or controls, act of God, or other cause beyond the control of the party affected thereby.

18.3 Relationship of Parties

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

18.4 Sole Agreement

This Lease sets forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the parties concerning the Premises and the



Shopping Centre and there are no warranties, representations, covenants, promises, agreements, conditions or undertakings, either oral or written, express or implied, between them other than as set forth in this Lease.

18.5 Modifications

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by the parties. At the request of the Landlord, the Tenant shall execute and deliver a modification agreement reflecting the changes in this Lease resulting from an adjustment in Floor Area or reflecting any other alteration, amendment, change or addition agreed to between the parties provided that, notwithstanding the failure of the Tenant to do so, the Tenant shall be bound thereby.

18.6 Certificates of Architect and Auditor

The following certificates shall be conclusive and binding upon the Landlord and the Tenant in respect of any question of fact or opinion arising under this Lease with respect to the matters stipulated:

- (a) A certificate procured by the Landlord from the Architect, as to any question of fact concerning the completion of any construction or other work either by the Landlord or the Tenant, whether any such work complies with the requirements of this Lease, whether the Shopping Centre or the Premises or any part thereof is being kept in good order and repair as required by the provisions of this Lease, the cause of any destruction or damage, the estimated cost of repairing any damage or destruction, the extent to which the destruction or damage has occurred or the time necessary to complete any repairs; and
- (b) A certificate procured by the Landlord from an independent chartered accountant (but who may be the Landlord's auditor) as to any question of fact or opinion

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concerning the computation of Minimum Rent or Additional Rent, the proper amount of any payment to the Landlord, the amount of Operating Costs and the Tenant's Proportionate Share thereof, and the amount of any charges for utilities.

18.7 No Brokerage

The Landlord and Tenant warrant to each other that no broker or agent was instrumental in negotiating this Lease.

18.8 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease or any permitted assignment or permitted sublease of this Lease against the Lands or any part thereof comprising the Shopping Centre or the Premises. The Tenant may register a Caveat against the lands indicating its Tenant's interest therein, provided such Caveat shall not set forth the rent payable pursuant to the Lease. The Tenant shall postpone any such Caveat to a mortgage or other financing instrument registered by a mortgagee or other financier with whom the Landlord shall be contracted. If such postponement is required of the Tenant, the Landlord shall use best efforts to obtain for the Tenant a covenant of non-disturbance from such mortgagee or other financier.

18.9 Construed Covenant, Severability

All of the provisions of this Lease are to be construed as covenants and agreements. Should any provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

18.10 Further Assurances

The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable

from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

18.11 Governing Law

This Agreement shall be governed in accordance with the laws of the Province of Alberta and the parties hereto submit to such jurisdiction.

18.12 Time

Time shall be of the essence hereof.

18.13 Notices

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if:

- (a) personally delivered to an officer of the corporate party for whom it is intended;
or
- (b) if mailed by prepaid registered mail, to the address of the party for whom it is intended as set forth in Sections 1.1(a)(ii) and 1.1(b)(ii).

Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery and any notice mailed shall be deemed to have been received seventy-two (72) hours after the date it is postmarked. If normal mail service is interrupted after the notice has been sent the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.



18.14 No Transfer on Bankruptcy

Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

18.15 Successors Bound

All rights and liabilities herein given to, or imposed upon, the respective parties hereto all extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been first approved by the Landlord.

18.16 Index and Headings

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

18.17 Tenant's Acceptance

The Tenant hereby accepts this Lease of the Premises, to be held by the Tenant, subject to the conditions, restrictions and covenants set forth herein.

ARTICLE 19 - DEMOLITION OF SHOPPING CENTRE

19.1 Demolition. Notice. Termination

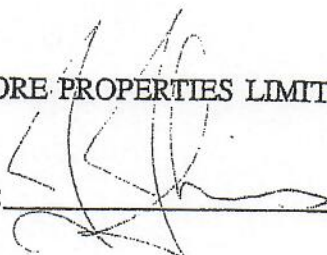
In the event the Landlord shall intend to demolish the Shopping Centre for any reason or purpose whatsoever, the Landlord shall give twelve (12) months written notice of such intent to the Tenant and this Lease shall terminate on the last day of the twelfth month following the



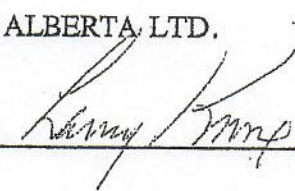
giving of such notice. No such notice may be given by the Landlord until after the last day of the one hundred and eighth (108th) month of the Term.

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

STORE PROPERTIES LIMITED

Per:  _____

64483 ALBERTA LTD.

Per:  _____

SUNTERRA QUALITY FOOD MARKETS
(CALGARY) LTD.

Per:  _____

Per: _____

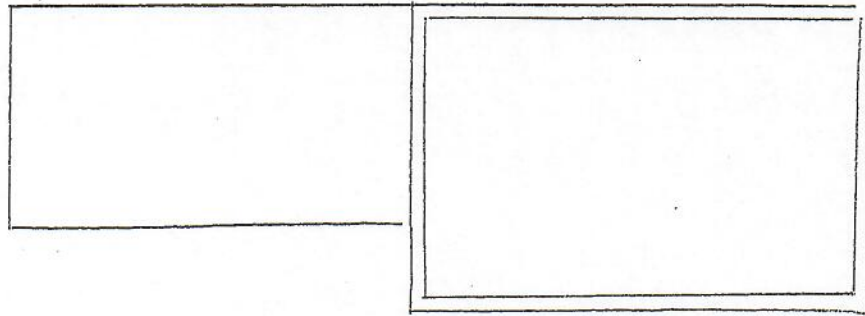
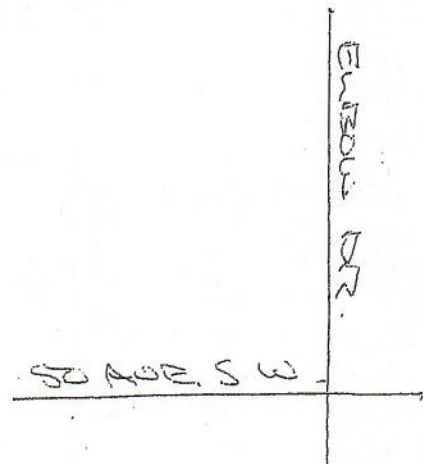


Lease between Store Properties Limited and
64483 Alberta Ltd, as Landlord, and
Sunterra Quality Food Markets (Calgary) Ltd., as Tenant

Schedule "A"

Note: Pursuant to this Lease, this Schedule "A" is to be an outline of the Shopping Centre with
the Premises outlined in red.

BRITANNIA CENTRE



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Lease between Store Properties Limited and
64483 Alberta Ltd, as Landlord, and
Sunterra Quality Food Markets (Calgary) Ltd., as Tenant

Schedule "B"

Definitions

In this Lease, the following words, phrases and expressions shall have the meanings set forth below:

1. Additional Rent means any sum or sums other than Minimum Rent payable by the Tenant to the Landlord pursuant to any provisions of the Lease, all of which are recoverable by the Landlord as rent.
2. Architect means the firm of professional architects, engineers or other professionals engaged by the Landlord from time to time to prepare the construction drawings for the Shopping Centre or to supervise the architectural or engineering aspects thereof and includes any surveyors or consultants engaged by the Landlord or such architects or engineers from time to time.
3. Commencement Date means the date set out in Section 1.1(e)(ii).
4. Common Area means all lands, improvements, facilities, utilities, installations and equipment forming part of the Shopping Centre (which may be altered, reconstructed, expanded, withdrawn from and added to from time to time) other than parts of those lands, improvements, facilities, utilities, installations and equipment designated by the Landlord for leasing to tenants of the Shopping Centre and including, without limiting the generality of the foregoing, exterior walls, floors and roofs of all improvements; interior hallways; the Parking Areas; sidewalks and landscaped areas; truck courts, loading areas and freight elevators; pylon signs, electrical systems and equipment; public address, intercom, music and alarm systems; heating, ventilating, air-conditioning, plumbing, drainage and other mechanical systems and equipment not located in the Premises; general signs and information facilities; decor, furnishings, fountains and features; administrative offices, maintenance offices, boiler and fan rooms, trash disposal facilities and garbage compaction equipment, to the extent that any or all of the foregoing is present.
5. Fair Market Rent means the amount (exclusive of Additional Rent) that a willing tenant would pay and a willing landlord would accept in arms length, bona fide negotiations, without any additional inducements and without regard to any leasehold improvements created or installed in the Premises by the Tenant.
6. Floor Area means the area, expressed in square feet or such other unit as the Landlord may determine, of all floors and mezzanines (unless such mezzanine has been constructed by a tenant and is used exclusively for storage) of all storeys in each interior leasable premises in the

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Shopping Centre, calculated by measuring from the exterior surfaces of the exterior walls a of all walls adjoint Common Areas, from the centre line of party or demising walls separating two (2) or more interior leasable premises and from the lease line separating any interior leasable premises from other areas in the Shopping Centre where no wall exists, all with deduction or exclusion for any space occupied by or used for columns, stairs, elevators, escalators or other interior construction or equipment or for any storefront or doorway are recessed from the lease line, and when used in respect of the Premises means the area of floors, mezzanines (unless such mezzanine has been constructed by the Tenant and is used exclusively for storage) of all storeys in the Premises, calculated as aforesaid.

7. Gross Leasable Area of the Shopping Centre or any portion specified thereof means the aggregate, from time to time, of the Floor Areas of all interior leasable premises in the Shopping Centre or in such specified portion, including the Premises, as the case may be.

8. Landlord means the two (2) corporations described in Section 1.1(a) and the successors and assignees thereof.

9. Lease Year means, in the case of the first Lease Year, the period beginning on the Commencement Date and terminating on the day prior to the first anniversary of the Commencement Date and, in the case of each subsequent Lease year, means each twelve (12) month period after the first Lease Year.

10. Minimum Rent means the rent set out in Section 1.1(f).

11. Notice includes requests, demands, designations, statements or other writing in this Lease or in any statute referred to in this Lease required or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord and all writs, originating notices of motion, affidavits and any other ancillary documents in support of all legal proceedings.

12. Operating Costs means all of the Landlord's outlays, costs, charges and expenses of operating, supervising and maintaining the Shopping Centre (including the Common Areas but excluding for the purposes of this Lease all costs relating to the elevator and cleaning of second level premises) and Operating Costs includes, without limitation or duplication:

- (a) to the extent that the following costs are incurred or facilities supplied, the cost of lighting, heating, ventilating, air-conditioning and supplying water and other utilities to the Common Areas; cleaning; janitorial services; snow and ice removal; striping and repairing Parking Areas; supervising, policing and security; painting; planting and landscaping; maintenance and repairs to the apparatus for heating, ventilating and air-conditioning installed in the Shopping Centre; operating and maintaining the garbage compaction equipment; repairs to the Shopping Centre, other than Structural Repairs but including any change required by any governmental or other agency regulating operation of the Shopping Centre; business taxes, place of business taxes and any other taxes levied in respect of or fairly attributable to the Common Areas; Property Taxes; if not already included in Additional Rent pursuant to any provision of the Lease;

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costs of appeals against assessments for Property Taxes, insurance premiums; supplies; all office expenses and Shopping Centre personnel wages; employee benefits and payroll expenses;

- (b) periodic depreciation of the machinery, equipment and fixtures which by their nature require periodic or substantial replacement calculated on the basis of cost of the said machinery, equipment and fixtures being fully depreciated over the useful life thereof as determined by the Landlord or a qualified consultant retained by the Landlord for such purpose; and
- (c) reasonable accounting and property management fees.

There shall be excluded from Operating Costs without duplication:

- (a) periodic depreciation on the capital cost to the Landlord of the Shopping Centre at the time that the Shopping Centre was first constructed, except as expressly set out above;
- (b) payments of principal and interest under any mortgages on the Shopping Centre;
- (c) corporate, income, profits or excess profit taxes assessed upon the income of the Landlord;
- (d) the costs of repair of damage, to the extent that insurance proceeds are actually recovered by the Landlord in respect thereof.

13. Parking Areas means the paved portions of or adjacent to the Shopping Centre which have been or are to be allocated for the parking of motor vehicles, as from time to time altered, reconstructed or expanded, and includes entrances, roads and other means of access thereto any parking structures or other parking facilities from time to time constructed.

14. Premises means that portion of the Shopping Centre indicated and having the approximate configuration and location shown outlined in red on Schedule "A" to the Lease and contain the number of square feet of Floor Area set out in Section 1.1(d), more or less.

15. Property Taxes means all general, special, local improvement, school and water tax levies, rates and charges from time to time imposed against the Shopping Centre, or any part thereof, by municipal or other governmental authorities having jurisdiction, together with the costs of contesting or negotiating the same, but exclusive of income taxes, business taxes, place of business taxes, estate, inheritance, succession, capital levy or transfer tax. (Should it be found that due to changes in the method of levying or collection of any tax, levy, rate or charge to be imposed upon the Shopping Centre, or any part thereof, or should any new tax, levy, rate or charge be levied or imposed in lieu of or in addition to those contemplated by the above definition, the Landlord and the Tenant hereby agree to negotiate an amendment or new provision so as to obviate any injustice or inequity which shall have arisen and should the Landlord and the Tenant fail to agree on such amendment or new provision the same shall be

BWP

Lease between Store Properties Limited and
64483 Alberta Ltd, as Landlord, and
Sunterra Quality Food Markets (Calgary) Ltd., as Tenant

Schedule "C"

Rules and Regulations

1. The Landlord reserves entire control of all components and areas of the Shopping Centre and its facilities provided for the common benefit of the tenants or the public. Sidewalks driveways, entrances, lobbies, halls, corridors, escalators, elevators, stairways or fire escapes of the Shopping Centre shall not be obstructed or used for any purpose except ingress and egress. The Landlord may from time to time designate areas which tenants and their employees or contractors may not use for the parking of vehicles owned or operated by them or for loading and unloading, and in the event a vehicle is parked in any area so designated, the Landlord reserves the right to remove such vehicle at the expense and risk of the owner. The Tenant shall, upon notice from the Landlord, furnish the Landlord with the license number of all vehicles owned or operated by the Tenant and employees of the Tenant.
2. The handling and disposal of garbage shall comply with arrangements prescribed by the Landlord from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate and removals or clearing in excess of normal may be charged to the Tenant; the Tenant will provide adequate means to prevent soiling of walls, floors and carpets in and abutting to the Tenant's Premises by shoes, overshoes or acts or omissions of the Tenant or its employees or invitees. Plumbing installations and waste and drainage units shall not be used for any purposes other than those for which they were intended, and sweepings garbage, rubbish, rags, ashes and other substances shall be discarded only in the proper receptacles provided therefor. Any stoppage of or damage to installations, units, receptacles, equipment or floor finishes occasioned by misuse shall be remedied at the expense of the Tenant, who or whose employees or licensees caused it.
3. The Tenant shall not, without the consent of the Landlord first obtained, attempt any repairs or alterations or modifications to the heating, air-conditioning, plumbing, or electrical systems. To ensure efficient operation of said systems, no window shades, blinds or curtains shall be installed without the prior approval of the Landlord; no articles of any description shall be placed on any radiator or induction unit, and the Landlord may require the Tenant to keep exterior window drapes drawn.
4. The Tenant shall not change locks on doors or install auxiliary or additional locks without the prior approval of the Landlord. All glass, locks and trimmings in or upon the doors or windows of the Premises shall be kept whole, and any part thereof which may become broken or replaced or repaired at the Tenant's expense. Glass replaced shall be of the same kind and quality as that which it replaces.

AP

5. No material or equipment which could cause offensive odours, fire hazard, undue loads on electrical circuits, or undue vibration, heat or noise shall be brought into the Shopping Centre or used therein by or on behalf of the Tenant, and no machinery or tools of any kind shall be affixed to or used in the Premises without the consent of the Landlord.
6. The Tenant shall not make or permit any noise or conduct in the Shopping Centre which, in the reasonable opinion of the Landlord, may disturb any other Tenant. No pets, animals or birds shall be brought into the Shopping Centre or kept therein. No portion of the Premises shall be used for the storage of personal effects of articles not required for business purposes.
7. The Tenant shall ensure that all loading, unloading and shipping of merchandise, supplies, fixtures and other materials whatsoever are made only through such areas, entrances and corridors, and during such days and hours, and in compliance with such provisions for the regulation of same, as the Landlord, acting reasonably, may from time to time prescribe, and that delivery and shipping to and from the Shopping Centre and the Premises are in accordance with and subject to such Rules and Regulations as are in the judgment of the Landlord, acting reasonably, necessary for the proper operation of the Shopping Centre.
8. The Tenant shall be responsible for any damage caused by moving furniture, supplies, merchandise and equipment into, within or out of the Premises, and for adherence to delivery time schedules prescribed by the Landlord from time to time, and same shall be taken into or removed from the Premises only at times and by routes and methods prescribed by the Landlord, acting reasonably, and shall not be moved over floors, halls, landings or stairways, so as to cause marks thereon or damage thereto nor left stationary thereon. Any hand trucks, dollies or similar appliances used shall be equipped with rubber tires and adequate side bumpers.
9. No safe or other heavy article shall be brought into the Premises without the prior permission of the Landlord. Safes, filing cabinets and other heavy equipment or furnishings shall be placed and stand on plank strips, skids or platforms to distribute their weight adequately and may only be moved by reputable professional movers.
10. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the Shopping Centre, except as prescribed or permitted by the Landlord, acting reasonably.
11. The Landlord reserves the right to restrict, control or prohibit canvassing, soliciting and peddling within the Shopping Centre.
12. The Landlord may lock the entrance doors to the Shopping Centre on Sundays and statutory holidays and after normal business hours on other days. Pass keys may be issued upon request, provided that the Tenant shall be responsible for the control of use, distribution and return thereof. The Landlord may require persons entering the Shopping Centre after normal business hours to produce identification and/or to register upon entering and leaving.

BND

settled by arbitration in accordance with the Arbitration Act of the jurisdiction governing this Lease, and amendments thereto, or any like statute in effect from time to time).

16. Proportionate Share means the proportion that the Floor Area of the Premises bears to the Gross Leasable Area of the Shopping Centre, and shall be Forty-Seven and Thirty-Two Hundredths (47.32) Percent unless revised in accordance with the provisions set forth in Section 2.2.

17. Rules and Regulations means those rules and regulations attached to this Lease as Schedule "C" and all amendments and additions thereto made by the Landlord in accordance with this Lease.

18. Sales Tax means any sales tax, business transfer tax, value added tax, Goods and Services Tax or similar tax imposed upon the Landlord or the Tenant by the Government of Canada, or any provincial or municipal government to the extent that such tax is imposed against the Landlord or the Tenant or is required to be paid or collected by the Landlord by reason of any payment by the Tenant to the Landlord pursuant to any provision of this Lease.

19. Security Interest means an interest in goods, chattel paper, a security, a document of title, an instrument, money or an intangible, that secures payment or performance of an obligation as more specifically defined in the Personal Property Security Act of Alberta, any amendments there or replacement thereof.

20. Shopping Centre means the lands described in Section 1.1(i) and all structure and improvements from time to time erected thereon and their appurtenances (including parking areas), all as the same may be expanded or altered in accordance with this Lease from time to time.

21. Structural Repairs means only repairs and replacements to the foundations, the structural subfloors, sidewalks, columns and beams and the structural portions of bearing walls and roof and roof membrane of the Shopping Centre and specifically excludes maintenance of every kind.

22. Tenant means the party or parties described in Section 1.1 (b) and the heirs, executors, administrators, successors and permitted assignees thereof.



This is **Exhibit "B"** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026

A Commissioner for Taking Affidavits
in the Province of Ontario

A handwritten signature in blue ink, appearing to be 'AP', located in the bottom right corner of the page.

STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, ALBERTA
T2S 2T6

(403) 255-6753
jim.jenkins@shaw.ca

December 29, 2025

Mr. C. Alladin
President
Sunterra Quality Food Markets Inc.
200-1851 Sirocco Drive S.W.
Calgary, AB
HAND DELIVERED

Dear Sir:

Re: Lease dated January 15, 1996 (as amended, extended, assigned and otherwise modified from time to time, the "Lease") between Store Properties Limited (the "Landlord"), as landlord, and Sunterra Quality Food Markets Inc. (the "Tenant"), as tenant, with respect to certain premises located on the main floor of the building, commonly known as "Sunterra Building" and located at 5005 Elbow Drive S.W. & 803-49th Ave. S.W., Calgary, Alberta

All words capitalized herein and not otherwise defined have the meaning given to such words in the Lease.

Pursuant to Section 17.10 of the Lease, the Landlord hereby consents to the Tenant continuing to occupy the Premises after the expiration of the current term of the Lease, being December 31, 2025 (the "**Lease Expiration Date**"). In accordance with Section 17.10 of the Lease.

Cont...

BP

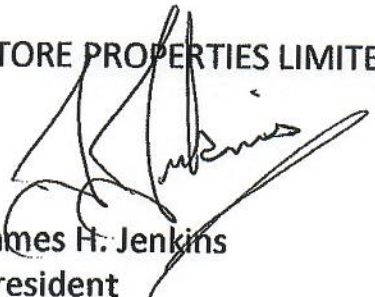
C. Alladin
Sunterra Quality Food Markets Inc.
December 29, 2025
Page two...

- (i) The tenant shall be a tenant from month to month at the aggregate of:
 - (a) a Minimum rent in the amount of \$28.00 per square foot (\$336,000) per annum: \$28,000 per month *[12,000 sq ft. lease space]*
 - (b) Additional Rent as provided in the Lease; and
 - (c) \$400 per month for the use of certain parking stalls, as more particularly set out in the Lease
- (ii) The Tenant shall remain subject always to all other provisions of the Lease insofar as the same are applicable to a month-to-month tenancy
- (iii) A tenancy from year -to-year shall not be created by implication of law; and
- (iv) The Landlords' consent to the Tenant holding over shall in no way preclude the Landlord from taking action for recovery of possession of the Premises.

If there is any inconsistency between the Lease and this notice of consent or any other agreement, supplement, amendment, including any offer, letter, or oral agreement between the Landlord and the Tenant, the Lease shall prevail and govern in all respects.

Yours truly,

STORE PROPERTIES LIMITED


James H. Jenkins
President

/j

[Handwritten initials]

This is **Exhibit "C"** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026

A Commissioner for Taking Affidavits
in the Province of Ontario

A handwritten signature in blue ink, appearing to be 'JAD', located in the bottom right corner of the page.

LEASE REVIVAL AND AMENDING AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of July, 2026.

BETWEEN:

STORE PROPERTIES LIMITED

(the "Landlord")

- and -

SUNTERRA QUALITY FOOD MARKETS INC.

(the "Tenant")

RECITALS:

- A. pursuant to a lease dated January 15, 1996 (as amended, extended, assigned and otherwise modified from time to time, the "Lease"), the Landlord agreed to lease to the Tenant certain premises comprising twelve thousand (12,000) square feet (the "Premises") as more particularly described in the Lease in the building commonly known as "Sunterra Building" and located at 5005 Elbow Drive SW & 803-49th Ave. SW, Calgary, Alberta, all upon and subject to the terms and conditions more particularly set out in the Lease;
- B. pursuant to a letter dated December 29, 2025 (the "Letter"), the Landlord consented to the Tenant continuing to occupy the Premises after the expiration of the then current term of the Lease, being December 31, 2025, in accordance with Section 17.10 of the Lease, all upon and subject to the terms and conditions more particularly set out in the Letter; and
- C. the Landlord and the Tenant wish to revive the Lease and amend certain provisions of the Lease pursuant to the terms set out in this lease revival and amending agreement (the "Agreement").

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Defined Terms

Except as otherwise stated herein, all words and phrases defined in the Lease will have the same meanings herein as are given to such words and phrases in the Lease.

2. Term

Upon the effective date of this Agreement (the "Revival Date"), the Lease shall be deemed revived and restored to full force and effect as if no termination, expiration or lapse had occurred. The term of the revived Lease (the "Revived Term") shall commence on July 1, 2026 and shall expire on



October 31, 2026, unless sooner terminated in accordance with the terms and conditions of the Lease.

3. Rent and Other Payments

- (a) The Minimum Rent payable during the Revived Term shall be \$20.00 per square foot of Gross Leasable Area (\$240,000.00 per annum; \$20,000.00 per month).
- (b) The Tenant shall continue payment of Minimum Rent, Additional Rent and all other amounts under the Lease on the Revival Date, and all such payments shall be made in accordance with the payment terms of the Lease. For greater certainty, the Tenant shall continue to pay to the Landlord \$50.00 per month for the use of one (1) parking stall in the Parking Areas, as more particularly set out in the Lease.

4. Parking

 The Tenant acknowledges and agrees that effective on the Revival Date it shall surrender to the Landlord seven (7) parking stalls in the Parking Areas which were previously assigned to the Tenant pursuant to the Lease.

5. No Year-to-Year Tenancy

The Landlord and the Tenant acknowledge and agree that a tenancy from year-to-year shall not be created by implication of law by virtue of the Letter, this Agreement or any other agreement between the parties hereto.

6. Effect of Revival and Amendment

- (a) All terms, covenants, conditions and obligations of the Lease, as they existed immediately prior to the termination, expiration or lapse of the term of the Lease, shall remain in full force and effect during the Revived Term without modification, except as may be expressly amended by this Agreement, which is supplemental thereto. For the avoidance of doubt, any rights, obligations or liabilities that accrued under the Lease prior to the Revival Date shall survive and remain enforceable during and after the Revived Term.
- (b) The Landlord and the Tenant acknowledge and agree that the revival of the Lease shall not constitute a new lease or a renewal, but rather a continuation and restoration of the Lease for the duration of the Revived Term. Nothing in this provision shall be construed to release either party from any default existing as of the Revival Date, and any such default shall continue to be subject to the remedies available under the Lease.

7. Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof.

9. Power and Capacity

The Landlord and the Tenant covenant, represent and warrant to each other that they have the power, capacity and authority to enter into this Agreement 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 Agreement.

10. Execution and Delivery

This Agreement may be executed electronically (including by way of DocuSign) in counterparts and delivered by electronic mail in Portable Document Format (PDF) each of which upon execution and delivery shall be deemed an original and when taken together shall constitute one and the same instrument.

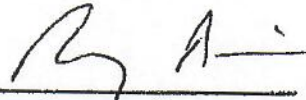
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IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed as of the date and year first above written.

TENANT:

SUNTERRA QUALITY FOOD MARKETS INC.

Per: 

Name:

Title:

RAY PRICE
DIRECTOR

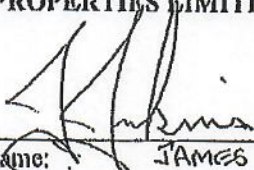
Per: _____

Name:

Title:

LANDLORD:

STORE PROPERTIES LIMITED

Per: 

Name:

Title:

JAMES JENKINS

PRESIDENT

Per: _____

Name:

Title:

This is **Exhibit "D"** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026

A Commissioner for Taking Affidavits
in the Province of Ontario

ADP

STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, AB
T2S 2T6

PHONE (403) 255-6753
"jenkins@jayjen.ca"

July 30, 2026

R. Price
Ray.price@sunterra.ca

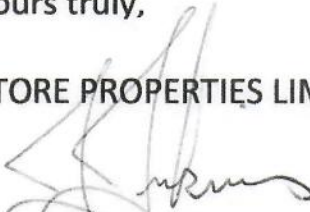
Dear Sir:

Please be advised that we have completed an unconditional sale of the building in which Sunterra is a tenant at 5005 Elbow Drive S.W. and 803-49 Ave. S.W. Calgary to Certus Developments Inc. with a closing date as at October 31, 2026.

Any future communications relating to the Sunterra lease must now be directed to Certus at 401-3007-14 St. S.W. Calgary T2T 3V6 to the attention of Ron Ghitter (ghitter@icloud.com). Phone number (403) 245-2080.

Yours truly,

STORE PROPERTIES LIMITED



James H. Jenkins
President

j/

cc: Chris Alladin (chris.alladin@sunterra.ca)
cc: FTI Consulting (sunterra@fticonsulting.com)
cc: Harris and Partners (hello@harrispartners.ca)

ADP

This is **Exhibit “E”** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026

A Commissioner for Taking Affidavits
in the Province of Ontario

AP

From: Ronald D. Ghitter
To: Ray Price; Chris Alladin; sunterra@fticonsulting.com; hello@harrispartners.ca
Cc: JIM JENKINS
Subject: Store Properties sale to Certus Developments Inc
Date: Tuesday, August 4, 2026 1:40:27 PM

Attention: This email is from outside Sunterra. Use caution when clicking links or opening attachments. if you have any concerns, please contact VINCOVI.

Notification;

As you have been made aware, Certus Developments Inc. ("Certus") is under contract to purchase the building and parking lot at 5005 Elbow Drive S.W. and 803-49th Ave. S.W.

With closing scheduled for October 30 2026

We are presently in the process of retaining a firm to seek a new tenant for the premises which is currently being leased to Sunterra Quality Food Markets Inc.

As you are further aware, the term of the leased dated January 15,1996, as amended and extended ,assigned and otherwise modified from time to time.

between Sunterra and Store Properties Limited is set to expire on October 31, 2026

Please ensure that vacant possession of the leased premises will be delivered in accordance with the lease by October 31,2026

Under our agreement with Store Properties Limited as of the date hereof all future discussions with Sunterra

relating to the leased premises must be directed to Certus at 3007-14th St S.W. Calgary T2T3V6 to the attention on Ron Ghitter at Ghitter@icloud.com, phone 403-2452080, with a copy to Store Properties Limited 5005 Elbow Drive Calgary T2S2T6 and Jim Jenkins at Jim.jenkins@shaw.ca

A representative from StoreProperties Limited must be in attendance in any future discussions between Certus and Sunterra

Certus Develoments Inc.

Per

Ron Ghitter

Chairman



This is **Exhibit "F"** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026

A Commissioner for Taking Affidavits
in the Province of Ontario

10/27

→ STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, AB
T2S 2T6

PHONE (403) 255-6753
"jenkins@jayjen.ca"

NOTICE OF EXPIRATION OF LEASE
(the "Notice")

September 15, 2026

TO: Sunterra Quality Food Markets Inc. (the "**Tenant**")
200, 1851 Sirocco Drive SW
Calgary, Alberta T3H 4R5
Att: Mr. C. Alladin, President
Cc Mr. R. Price

BY HAND DELIVERY

FROM: Store Properties Limited (the "**Landlord**")

RE: Lease dated January 15, 1996 (as amended, extended, assigned and otherwise modified from time to time, the "**Lease**") between the Landlord and the Tenant, with respect to certain premises located on the main floor of building commonly known as "Sunterra Building" and located at 5005 Elbow Drive and 903 – 49th Avenue SW, Calgary, Alberta

AND RE: Letter dated December 29, 2025 (the "**Holdover Letter**"), delivered to the Tenant by the Landlord regarding tenancy continuing on a month-to-month basis

-
1. Each of the capitalized terms in this Notice has the same meaning as defined in the Lease unless the context otherwise requires or unless otherwise indicated herein.
 2. The Landlord acknowledges and agrees that pursuant to the Holdover Letter the Landlord consented to the Tenant continuing to occupy the Premises after the expiration of the then current term of the Lease, being December 31, 2025, on a month - to - month basis, all in accordance with Section 17.10 of the Lease (the "**Holdover Term**").

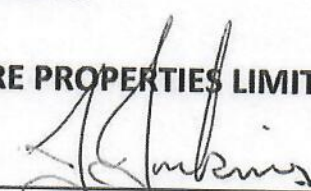
STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, AB
T2S 2T6

PHONE (403) 255-6753
"jenkins@jayjen.ca"

3. The Landlord hereby notifies the Tenant that the Holdover Term will expire on October 31, 2026 (the "**Expiry Date**") and that the Tenant shall deliver vacant possession of the Premises to the Landlord on the Expiry Date.
4. If the Tenant does not deliver vacant possession of the Premises to the Landlord on the Expiry Date, the Landlord reserves the right to take action for recovery of possession of the Premises, in accordance with Section 17.10 of the Lease.
5. If the Tenant wishes to schedule a walk-through of the Premises with the Landlord prior to the Expiry Date to confirm its restoration obligations under the Lease including, without limitation, as set out in the Section 13.2 of the Lease, it may do so by providing the Landlord not less than five (5) business days written notice.
6. Should the Landlord or any of its representatives have discussions with the Tenant after delivery of this Notice, such discussions will be without prejudice to all Landlord's rights under the Lease, at law and in equity.

Effective as of the date first written above.

STORE PROPERTIES LIMITED

PER: 

NAME: JAMES JENKINS

TITLE: PRESIDENT

I have the authority to bind the Corporation

Clerk's Stamp:

COURT FILE NO. 2501-06120

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT(S) **IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD., SUNTERRA QUALITY FOOD MARKETS INC., SUNTERRA FARMS LTD., SUNWOLD FARMS LIMITED, SUNTERRA BEEF LTD., LARIAGRA FARMS LTD., SUNTERRA FARM ENTERPRISES LTD., SUNTERRA ENTERPRISES INC.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE **Goodmans LLP**
AND CONTACT Bay Adelaide Centre
INFORMATION OF PARTY 333 Bay Street, Suite 3400
FILING THIS DOCUMENT Toronto, ON M5H 2S7

Attn: Robert J. Chadwick / Caroline Descours /
Andrew Harmes / Gurratan Gill
Tel: 416.597.4285 / 416.597.6275 / 416.849.6923 /
416.849.6975
Fax: 416.979.1234
Email: rchadwick@goodmans.ca
cdescours@goodmans.ca
aharmes@goodmans.ca
ggill@goodmans.ca

AFFIDAVIT OF ARTHUR PRICE
Sworn October 27, 2026

I, Arthur Price, of Alberta, MAKE OATH AND SAY:

I. INTRODUCTION

1. I hold various positions within the Sunterra Group. I am an authorized signatory of Sunterra Quality Food Markets Inc. ("**Sunterra Markets**"), one of the Applicants in these

AT

proceedings. As such, I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true. Nothing in this affidavit is intended to waive, nor shall be construed as waiving, any applicable privilege.

2. This affidavit is sworn as a supplement (the “**Supplemental Affidavit**”) to the affidavit of Neil Narfason sworn October 20, 2026 (the “**Narfason Affidavit**”) in support of the Applicants’ application in these CCAA proceedings seeking an Order extending the Stay Period to and including January 29, 2027 (the “**Stay Extension Order**”) and in response to the cross-application of Certus Developments Inc. (“**Certus**”) filed on October 26, 2026. Capitalized terms used and not otherwise defined in this Supplemental Affidavit have the meanings given to them in the Narfason Affidavit.
3. Sunterra Markets operates a grocery retail business across several retail stores in Alberta, at which it combines farm-to-table grocery shopping, in-house butchery, and prepared meal services, among other retail grocery offerings. One of the retail stores it operates is located at leased premises at Britannia Plaza in Calgary, Alberta (the “**Premises**”), which Sunterra Markets presently leases from Store Properties Limited (“**Store Properties**”), as landlord.
4. Section V of the Narfason Affidavit provides a general update on certain Sunterra Markets leases, including stating that Sunterra Markets’ lease at Britannia Plaza is set to expire on October 31, 2026, but that Sunterra Markets had confirmed with the Britannia Plaza landlord a lease extension on a month-to-month basis.
5. After the Applicants served their materials for the Stay Extension Order, counsel to Certus contacted counsel to the Applicants to advise that it disputes that any month-to-month arrangement is in place in respect of the Premises. I understand based on information received from Store Properties and Certus, that Certus is scheduled to purchase the Britannia Plaza property in a transaction scheduled to close October 31, 2026,
6. Certus subsequently filed a cross-application on October 26, 2026, seeking to have such cross-application heard at the hearing for the Stay Extension Order, in which it seeks, effective as at 12:00 a.m. on November 1, 2026, a partial lifting of the stay in the CCAA proceedings as against Sunterra Markets so as to allow Certus to immediately take any and all steps authorized by law to take possession of the Premises.
7. While the Applicants, through the Chief Restructuring Advisor and their counsel, Goodmans LLP, have sought to engage with Certus with a view to reaching a consensual arrangement under which Sunterra Markets would remain in the Premises for a reasonable period of time to permit an orderly transition and wind-down at the Premises and avoiding legal costs of a dispute in respect of such matter, Certus rejected such possibility.
8. The purpose of this Supplemental Affidavit is to provide the Court with additional information relating to the Premises and to respond to Certus’ cross-application.

AA

II. THE BRITANNIA PLAZA LEASE

9. Sunterra Markets is a long-time tenant at Britannia Plaza, having occupied the Premises for more than 30 years. Sunterra Markets, through a predecessor entity, originally entered into a lease in respect of the Premises with Store Properties and 64483 Alberta Ltd., as landlords, dated as of January 15, 1996 (the "**Lease**"). A copy of the Lease is attached as Exhibit "A" hereto.
10. The Lease, as amended pursuant to a Lease Amendment and Renewal Agreement effective January 14, 2016, provides for renewal terms that extended the term of the Lease to January 14, 2026.
11. Sunterra Markets and Store Properties have enjoyed a long and mutually beneficial relationship under the Lease. In October 2024, the parties executed a retail offer to lease contemplating a further ten-year lease of the Premises through to December 2035. A lease in connection with that offer was not finalized, and the parties continued to operate under the terms of the Lease.
12. When the term of the Lease was set to expire, Store Properties, pursuant to a letter dated December 29, 2025 (the "**Holdover Letter**"), consented to Sunterra Markets continuing to occupy the Premises after the expiry of the then-current term on a month-to-month basis, in accordance with the overholding provisions in Section 17.10 of the Lease. Section 17.10 provides that where the tenant continues to occupy the Premises with the written consent of the landlord after the expiration of the term, the tenant shall be a tenant from month to month. A copy of the Holdover Letter is attached as Exhibit "B" hereto.
13. Sunterra Markets continued to occupy the Premises following its filing of a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada) and the subsequent commencement of these CCAA proceedings on a month-to-month basis pursuant to the Holdover Letter and Section 17.10 of the Lease.
14. In April 2026, Sunterra Markets engaged with Store Properties with respect to the Premises and the consensual overholding arrangement then in place as part of the Applicants' efforts to bring forward the SISP and concurrently advance the Plan / Restructuring Path. On April 28, 2026, the same day as the SISP Approval Order was granted by the Court, myself and Mr. Chris Alladin, President of Sunterra Markets, met with Mr. James Jenkins of Store Properties. At that meeting, we discussed the SISP, which the Applicants had brought forward in an effort to identify potential transactions in respect of the Sunterra Group and its businesses, including Sunterra Markets, and how the SISP would interact with the arrangement between Sunterra Markets and Store Properties in respect of the Premises.
15. Given the possibility that the SISP could result in a transaction in respect of Sunterra Markets or its business or assets, the parties determined in this context to enter into a short-term arrangement. A short-term arrangement would enable any party interested in acquiring the Sunterra Markets business through the SISP to negotiate its own terms with Store Properties and engage with Store Properties as part of that process.

16. The arrangement agreed with Store Properties coming out of that discussion was that there would be continuity for Sunterra Markets at the Premises while the SISP was carried out, and that the outcome of the SISP would crystallize next steps in respect of the Premises.
17. Given the above, the parties ultimately determined to enter into a Revival and Amending Agreement made effective July 1, 2026 (the "**July 2026 Agreement**"), a copy of which is attached as Exhibit "C" hereto. The July 2026 Agreement revived the Lease for a term expiring on October 31, 2026 (the "**Revived Term**"). The July 2026 Agreement also reduced the rent payable under the Lease to reflect the circumstances of these CCAA proceedings.
18. When Sunterra Markets finalized the July 2026 Agreement, it understood, based on the April 28, 2026 meeting with Store Properties, that the July 2026 Agreement was intended to permit Sunterra Markets to remain in the Premises while the SISP was carried out to its conclusion. When the July 2026 Agreement was entered into, the Stay Period, as extended by the Second ARIO, ran until October 30, 2026 on the basis that there would be additional clarity regarding the results of the SISP at this time. The October 31, 2026 expiry of the Revived Term was chosen to correspond generally with the timeline of the SISP, not to provide for an end to Sunterra Markets' occupancy at the Premises. Sunterra Markets understood, based on the April 28, 2026 meeting with Store Properties, that it would remain in the Premises following the expiry of the Revived Term on a month-to-month basis while the SISP was carried out to its conclusion.

III. PROPOSED SALE OF THE PROPERTY

19. On July 30, 2026, Sunterra Markets received notice from Store Properties, stating the following: "Please be advised that we have completed an unconditional sale of the building in which Sunterra is a tenant at 5005 Elbow Drive S.W. and 803-49 Ave. S.W. Calgary to Certus Developments Inc. with a closing date as at October 31, 2026." A copy of that notice is attached as Exhibit "D" hereto.
20. On August 4, 2026, Sunterra Markets received an email from Mr. Ronald Ghitter, of Certus, stating, among other things, that Certus was under contract to purchase Britannia Plaza with closing scheduled for October 30, 2026, that Certus was in the process of retaining a firm to seek a new tenant for the Premises, and that Certus believed the term of the Lease would expire on October 31, 2026. Mr. Ghitter requested that vacant possession be delivered at that time. A copy of Certus' email is attached as Exhibit "E" hereto.
21. I am advised by Mr. Alladin that he received a telephone call from Mr. Ghitter on August 27, 2026, during which Mr. Ghitter referred to Certus' email of August 4, 2026 giving notice of the transaction and advised of Certus' expectation that Sunterra Markets would exit the Premises and deliver vacant possession to Certus on October 31, 2026.
22. On September 9, 2026, I met with Mr. Ghitter. At that meeting, I reiterated for Mr. Ghitter that an arrangement was in place with Store Properties and that Sunterra Markets was subject to these ongoing CCAA proceedings and as a result has the benefit of Court



protection. During the meeting, Mr. Ghitter confirmed that Certus' purchase of Britannia Plaza had not yet closed. Mr. Ghitter also indicated that Certus was intending to renovate the Premises and that it was in the process of negotiating a lease arrangement with a new tenant that provided for a higher rate of rent than that being paid by Sunterra Markets. I advised Mr. Ghitter that Sunterra Markets could not take any steps on the basis of a proposed transaction that had not, and may not, close. Mr. Ghitter acknowledged the difficulty this created for Sunterra Markets and asked whether 30 days following the closing of Certus' purchase would be sufficient time for Sunterra Markets to exit the Premises. I responded that 60 days following closing would be more practical, given the time required to manage inventory and remove trade fixtures and equipment from the Premises, and given the time of year with the holiday period approaching. I also suggested that Sunterra Markets could have discussions with Certus' prospective new tenant for the Premises, given that I understood that tenant to also be in the grocery business. Mr. Ghitter confirmed that he would take Sunterra Markets' proposal for a 60-day transition period following closing to his partner and provide a response.

23. On September 15, 2026, Sunterra Markets received a written Notice of Expiration of Lease from Store Properties, a copy of which is attached as Exhibit "F" hereto. In this notice, Store Properties referred to the Holdover Letter under which it had consented to Sunterra Markets continuing to occupy the Premises on a month-to-month basis in accordance with Section 17.10 of the Lease, and purported to notify Sunterra Markets that such holdover term would expire on October 31, 2026 and that vacant possession was required on that date.
24. Until it received the Notice of Expiration of Lease from Store Properties, Sunterra Markets had no indication that Store Properties understood the arrangement differently than Sunterra Markets' understanding, which was, and remains, that it would be permitted to remain in the Premises following the expiry of the Revived Term on October 31, 2026 on a month-to-month basis while the SISP was being carried out.
25. I am advised by Mr. Alladin that he called Mr. Jenkins of Store Properties on September 16, 2026 after receiving the Notice of Expiration of Lease, and that during that call he reminded Mr. Jenkins of the April 28, 2026 meeting, reiterated the understanding that Sunterra Markets believed was in place, noted that Mr. Ghitter of Certus had committed to get back to me regarding the 60-day extension proposal but that no response had been received, and also requested a meeting among myself, Mr. Alladin and Mr. Jenkins, a request which was denied. I am further advised by Mr. Alladin that he contacted Mr. Jenkins on September 17, 2026 via text message to again inquire about scheduling a meeting among myself, Mr. Alladin and Mr. Jenkins. Mr. Alladin advised that subsequently Mr. Jenkins left him a voicemail indicating that he would be available to meet along with Mr. Ghitter but that Sunterra Markets would need to deliver a strong offer. Mr. Alladin further advises that he also received a text message from Mr. Jenkins on September 17, 2026 confirming that he and Mr. Ghitter would be available to meet.
26. The meeting requested by Sunterra Markets was intended to be a direct meeting between Sunterra Markets and Mr. Jenkins, in his capacity as principal of Store Properties, the landlord under the Lease, and was not intended to involve Mr. Ghitter. Mr. Jenkins was

not prepared to proceed with Sunterra Market's requested meeting between the two parties, and such meeting did not proceed. As discussed above, I had already recently met with Mr. Ghitter who had still not responded regarding the 60-day extension proposal made at our September 9, 2026 meeting.

27. Sunterra Markets remains in possession of the Premises at this time and continues to operate its store there in the ordinary course of business. An orderly wind-down of the Britannia Plaza store would involve, among other things, removing and, where possible, repurposing inventory, coordinating with various vendors to dismantle and remove trade fixtures and equipment, and terminating or re-assigning the approximately 42 employees of Sunterra Markets currently employed at the Britannia Plaza location. A wind-down of this kind cannot be done properly on a limited timeframe.
28. While the Applicants, through the Chief Restructuring Advisor and their counsel, Goodmans LLP, have sought to engage with Certus with a view to reaching a consensual arrangement under which Sunterra Markets would remain in the Premises for a reasonable period of time to permit an orderly transition and wind-down at the Premises and avoiding legal costs of a dispute in respect of such matter, Certus rejected such possibility.

IV. PREJUDICE CAUSED BY A LIFTING OF THE STAY

29. The Britannia Plaza store is a performing store for Sunterra Markets. Having operated at the Premises for more than 30 years, Sunterra Markets has developed a strong and loyal customer base at this location. The holiday season is also approaching, which is a critical period for a grocery business. Lifting the stay of proceedings to enable Certus to take steps against Sunterra Markets to force an immediate exit from the Premises would harm the value and operations of Sunterra Markets' business and the overall value of the Sunterra Group. This could be particularly detrimental at the current stage of these CCAA proceedings, when the business and assets of Sunterra Markets are part of the ongoing SISP through which the Chief Restructuring Advisor, with the assistance of the Sale Advisor, is seeking to identify and implement one or more value-maximizing transaction alternatives.
30. If the stay of proceedings was lifted and Certus was able to immediately force Sunterra Markets out of the Premises, the potential harm that may result includes, among other things:
 - (a) the immediate loss of the cash flow generated by the store, which forms part of the operating cash flow from which the Applicants have funded their operations and these CCAA proceedings without interim financing;
 - (b) overall uncertainty for customers, suppliers and other stakeholders of Sunterra Markets, including the immediate loss of ongoing business for suppliers of the Britannia Plaza store;
 - (c) the abrupt loss of employment for the approximately 42 employees of Sunterra Markets currently employed at the Britannia Plaza location, prior to the holiday

season. This would include 17 long-term employees who have been employed by Sunterra Markets for five years or more;

- (d) the potential loss of value from the trade fixtures and equipment located at the Premises, which form part of the collateral of National Bank of Canada (“NBC”) and Farm Credit Canada (“FCC”), the Applicants’ secured lenders (as described further below), as Sunterra Markets would not have sufficient time to remove many of its trade fixtures and equipment from the Premises if it were required to immediately vacate; and
 - (e) a significant distraction for the management of Sunterra Markets, who would otherwise be focused on operating the Sunterra Markets business to ensure profitable operations and the generation of cash flow.
31. As described in my affidavit sworn April 15, 2025 in support of the Initial Order (the “**Initial Affidavit**”), Sunterra Markets is one of the borrowers, together with Sunterra Food Corporation, Trochu Meat Processors Ltd., Sunterra Farms Ltd. and Sunwold Farms Limited (collectively, the “**NBC Borrowers**”), under a loan agreement with NBC pursuant to a commitment letter dated November 15, 2022 (the “**NBC Loan Agreement**”), under which the NBC Borrowers’ obligations are cross-guaranteed by each NBC Borrower. In connection with the NBC Loan Agreement, Sunterra Markets has granted NBC a security interest in all of its present and after-acquired property. Furthermore, Sunterra Markets has guaranteed the obligations of Sunterra Farms Ltd. and Sunwold Farms Limited to FCC under a Third Amended and Restated Credit Agreement dated June 14, 2024, and in support of that guarantee, Sunterra Markets has granted FCC a security interest in all of its present and after-acquired personal property, which security interest is subordinate to that of NBC pursuant to a Priorities Agreement.
32. Accordingly, the inventory, trade fixtures, equipment and other assets of Sunterra Markets located at the Premises, and the going-concern value of the Britannia Plaza store, form part of the collateral of both NBC and FCC. Any loss of those assets, or diminution in the value of the Sunterra Markets business, resulting from a forced and expedited exit from the Premises would potentially have a direct impact on NBC and FCC and their ultimate recoveries in these CCAA proceedings.
33. Sunterra Markets’ intention is to continue to occupy and operate from the Premises until December 31, 2026. Sunterra Markets believes that this period would provide time to coordinate an orderly exit from the Premises pursuant to an orderly wind-down of operations at the Premises, including the termination of employees and the sale or disposal of inventory, fixtures and equipment. Sunterra Markets is current on its rent and other obligations under the Lease and would continue to pay rent to Certus if and when it acquires the Britannia Plaza property.
34. In my view, any impact to Certus is temporary and compensated by the fact that Certus will continue to receive rent payments from Sunterra Markets, whereas the loss of the Premises to Sunterra Markets would be permanent, and particularly harmful if an exit had to be made on an expedited basis. It is my view that the prejudice to Sunterra Markets, the

Applicants and their stakeholders from a lifting of the stay as against Sunterra Markets to permit Certus to immediately take steps to take possession of the Premises in the event that Sunterra has not vacated the Premises by the end of the day on October 31, 2026 would significantly outweigh any prejudice to Certus.

V. CONCLUSION

35. For the reasons set out above and in the Narfason Affidavit, I believe that the Stay Extension Order is appropriate, that the stay of proceedings should continue to apply in respect of Sunterra Markets and the Premises, and that the relief sought by Certus in its cross-application should not be granted. Sunterra Markets' intention is to occupy and operate from the Premises until December 31, 2026 to allow for an orderly transition or wind-down of its operations at the Premises.
36. This affidavit was sworn using video technology. The affiant was not physically present before the commissioner but was linked to the commissioner utilizing video technology in accordance with the process for remote commissioning of affidavits set out in the Notice to the Profession & Public Notice: Remote Commissioning of Affidavits For Use in Civil and Family Proceedings During the COVID-19 Pandemic.

SWORN before me by
videoconference with the affiant at
Springbank, in the Province of
Alberta, and the commissioner at the
City of Toronto, in the Province of
Ontario, on October 27, 2026



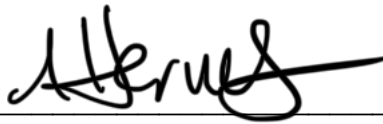
A Commissioner for taking affidavits
in the Province of Ontario

ANDREW HARMES
LSO #73221A

ARTHUR PRICE



This is **Exhibit “A”** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026

A handwritten signature in black ink, appearing to read 'H. Price', written over a horizontal line.

A Commissioner for Taking Affidavits
in the Province of Ontario

Handwritten initials 'AP' in black ink.

LEASE

THIS LEASE is dated effective the 15th day of January, 1996.

THIS LEASE is made and between the Landlord and Tenant named in Article 1, each of which, in consideration of the covenants herein contained, agrees as follows:

ARTICLE 1 - BASIC TERMS, SCHEDULES, DEFINITIONS

1.1 Basic Terms

- (a) (i) Landlord: Store Properties Limited and 64483 Alberta Ltd.
- (ii) Address of Landlord: 8417 Elbow Drive S.W., Calgary, Alberta, T2V 1K8
- (b) (i) Tenant: Sunterra Quality Food Markets (Calgary) Ltd. (may identify Premises with Food-Vale trade name).
- (ii) Address of Tenant: #2030, 335 - 8 Avenue S.W., Calgary, Alberta, T2P 1C9
- (iii) Operating Name: Sunterra Quality Food Markets
- (c) Address of Premises: 803 - 49 Avenue S.W., Calgary, Alberta, T2S 1G8
- (d) Floor Area: twelve thousand (12,000) square feet
- (e) (i) Term: ten (10) years
- (ii) Commencement Date: January 15, 1996

(iii) Expiration Date: January 14, 2006

(f) Minimum Rent:

<u>Lease Years</u>	<u>Rate/Sq. Ft.</u>	<u>Rate/Annum</u>	<u>Rate/Month</u>
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1 - 10, inclusive

(Subject to the rent credit referred to in Section 4.5)

(g) Additional Rent as set forth in Article 5 herein

(h) Permitted Use of Premises: retail supermarket

(i) Legal Description of Shopping Centre:

PLAN BRITANNIA CALGARY 3700 GO

BLOCK ONE (1)

LOTS ONE (1) TO FOUR (4) INCLUSIVE

AND THE EAST TWENTY-EIGHT (28) FEET OF LOT FIVE (5)

EXCEPTING THEREOUT ALL MINES AND MINERALS

These Basic Terms are hereby approved by the parties. Each reference in this Lease to any of the Basic Terms shall be construed as set forth above.

1.2 Schedules

Each schedule attached to this Lease is incorporated herein as an integral part of this Lease.

The schedules are as follows:

Schedule "A" - Premises outlined in red

Schedule "B" - Definitions

Schedule "C" - Rules and Regulations

1.3 Definitions

In this Lease, the words, phrases and expressions set forth in Schedule "B" shall have the meaning set forth therein.

ARTICLE 2 - GRANT OF LEASE

2.1 Demise

The Landlord, being the registered owner of The Shopping Centre, subject to such mortgages and encumbrances as are registered against title thereto, does hereby lease the Premises to the Tenant for the Term subject to the covenants and conditions herein set forth.

2.2 Adjustment of Floor Area

If the Floor Area of the Premises set out in Section 1.1(d) is thought by the Tenant to be incorrect, then, within thirty (30) days of the Tenant having taken possession of the Premises or the Landlord having notified the Tenant of the actual Floor Area of the Premises, as the case may be, the Tenant may cause the Premises to be measured at its expense and if a discrepancy is determined and confirmed by the Architect, the Floor Area of the Premises shall be revised accordingly with a corresponding adjustment in Minimum Rent and Additional Rent.

ARTICLE 3 - TERM, OPTIONS TO RENEW

3.1 Term

The Term of this Lease shall be for the period set out in Section 1.1(e)(i), beginning on the Commencement Date set forth in Section 1.1(e)(ii) and ending on the Expiration Date set forth in Section 1.1(e)(iii).

3.2 First Option to Renew

(a) Provided the Tenant shall not then be in continuing default of any material covenant or condition set forth in this Lease, the Tenant shall have the option, exercisable by

notice in writing given to the Landlord not less than six (6) and not more than twelve (12) months before the last day of the Term, to renew this Lease for a further term of five (5) years (the "First Renewal Term") upon the terms and conditions set forth in this Lease, excluding the Minimum Rent as herein set forth.

(b) Minimum Rent for the First Renewal Term shall be Fair Market Rent effective as of a date which shall be the ninetieth (90th) day prior to the last day of the Term (the "Fix-Date").

3.3 Second Option to Renew

(a) Provided the Tenant shall not then be in continuing default of any material covenant or condition set forth in this Lease, the Tenant shall have the option, exercisable by notice in writing given to the Landlord not less than six (6) and not more than twelve (12) months before the last day of the First Renewal Term, to renew this Lease for a further term of five (5) years (the "Second Renewal Term") upon the terms and conditions set forth in this Lease, excluding the Minimum Rent as herein set forth.

(b) Minimum Rent for the Second Renewal Term shall be Fair Market Rent effective as of a date which shall be the ninetieth (90th) day prior to the last day of the First Renewal Term (the "Fix-Date").

3.4 Arbitration

Should the Landlord and Tenant be unwilling or unable to agree in writing as to the Fair Market Rent applicable to a renewal term by the Fix-Date applicable thereto, the matter shall be forthwith submitted to and determined by arbitration. Either party may require such arbitration by giving a written notice to arbitrate to the other party. In such event each of the parties shall give notice to the other within ten (10) days after the giving of such notice to arbitrate nominating one (1) arbitrator on its behalf. The arbitrators, so nominated, shall within ten (10) days of the date of nomination of the latter of them nominate a third arbitrator and the

three arbitrators, so nominated, shall determine Fair Market Rent having regard to all of the provisions of this Agreement. If either party shall fail to nominate an arbitrator in accordance with the foregoing or if the arbitrators so nominated by the parties fail to agree upon the nomination of the third arbitrator, either party may upon notice to the other, apply to a Justice of the Court of Queen's Bench of Alberta who shall have jurisdiction to nominate such arbitrator. The decision of a majority of the arbitrators shall be final and binding upon the parties. The cost of arbitration shall be borne equally between the parties unless by a majority decision the arbitrators shall otherwise decide. Except as to matters specifically provided for in this Section 3.4, the provisions of the Arbitration Act (Alberta) shall apply to any such arbitration.

ARTICLE 4 - RENT

4.1 Minimum Rent

The Tenant shall pay to the Landlord in and for each Lease Year of the Term Minimum Rent as set forth in Section 1.1(f) hereof, payable by equal consecutive monthly instalments as set forth therein.

4.2 Adjustment of Minimum Rent

If the Floor Area of the Premises is revised in accordance with Section 2.2, the Minimum Rent shall be recalculated by multiplying such revised Floor Area by the rental rate per square foot set out in Section 1.1(f) and the amount of the equal monthly instalments shall be amended accordingly.

4.3 Payment of Minimum Rent

The first monthly instalment of Minimum Rent shall be paid on or before the Commencement Date and subsequent instalments of Minimum Rent shall be paid in advance on the first day of each and every succeeding month throughout the Term.

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4.4 Pro Rata Adjustment of Rent

All rent shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate rent for irregular periods of less than one (1) year or one (1) month, as the case may be, an appropriate pro rata adjustment shall be made in order to calculate rent for such irregular period.

4.5 Rent Credit

Provided the Landlord shall receive from a former tenant, Food-Vale Store (1986) Ltd., on or before January 15, 1996 an executed Surrender of Lease and Release containing terms and conditions acceptable to the Landlord, acting reasonably, the Tenant shall be entitled to a credit of Fifteen Thousand (\$15,000.00) Dollars against Minimum Rent payable to the Landlord pursuant to this Lease, such credit to be taken in five (5) equal monthly portions of Three Thousand (\$3,000.00) Dollars each on the 1st days of March, April, May, June and July of 1996 and the Minimum Rent payable by the Tenant to the Landlord shall be so reduced in each those months.

4.6 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Lease shall be:

- (a) paid to the Landlord by the Tenant in lawful money of Canada;
- (b) made when due hereunder, without prior invoice or demand therefor and without any set-off, compensation or deduction whatsoever, at the office of the Landlord at the address set forth in Section 1.1(a)(ii) or such other place as the Landlord may designate in writing from time to time to the Tenant;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may, in its discretion, acting reasonably, see fit, and without restricting

At

the generality of the foregoing, no acceptance by the Landlord of any amount less than the full sum which is due and owing by the Tenant shall constitute an accord and satisfaction or oblige the Landlord to accept in full settlement anything less than the full amount owing and outstanding at any time;

- (d) deemed to be rent and shall be recoverable as rent, in respect of which the Landlord shall have all rights and remedies against the Tenant as the Landlord shall have for default in payment of rent;
- (e) subject to an overdue charge if any such payment is not made when due, which charge shall be deemed to be Additional Rent equal to twelve (12%) per cent per annum on the overdue amount, both before and after judgment, payable with the next monthly instalment of Minimum Rent, all without prejudice to any other right or remedy of the Landlord;
- (f) made, if the Landlord so requests, by way of a series of cheques, post-dated to the respective due dates of such payments, which the Tenant shall supply to the Landlord at the commencement of each Lease year or earlier should the Landlord so request, or by way of an automatic debiting system by which payments are deducted from the Tenant's bank account and credited to the Landlord's bank account, all at the Tenant's cost and all without prejudice to any other right or remedy of the Landlord.

ARTICLE 5 - ADDITIONAL RENT

5.1 Absolute Net Lease

It is the intent of the parties and agreed that this Lease shall be absolutely net to the Landlord whereby, without limiting the generality of the foregoing, the Tenant shall pay for its own account, and without any variation, set-off or deduction, all amounts, charges, costs, duties,

expenses, fees, rates, utilities, taxes and increases therein in any way relating to the Premises as well as a share of the expenses relating to the operation of the Shopping Centre as set forth in this Lease.

5.2 Additional Rent

Without limiting the generality of the preceding Section, the Tenant shall pay to the Landlord as Additional Rent in each Lease year the aggregate of the following costs which shall be calculated without markup or surcharge:

- (a) the Tenant's Proportionate Share of the Property Taxes;
- (b) the Tenant's Proportionate Share of Operating Costs;
- (c) a charge for supplying electricity to the Premises, as determined by the Landlord on the basis of the Tenant's consumption in a manner generally applicable to all tenants;
- (d) a charge for supplying heating, ventilating, air-conditioning and other utilities to the Premises, to the extent that any are supplied, as allocated by the Landlord on the basis of the cost of supplying such utilities to the premises of all tenants receiving such utilities and the Tenant's consumption in a manner generally applicable to all tenants receiving such utilities;
- (e) all applicable taxes, including Sales Tax;
- (f) such other amounts, charges, costs, sums or increases therein as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Minimum Rent.

5.3 Estimate of Additional Rent

The Landlord shall, in respect of any or all items of Additional Rent, compute bona fide estimates of the amounts which are anticipated to accrue in the next Lease year (or other period) and the Landlord shall provide the Tenant with written notice of the amount of such estimate.

5.4 Payment of Additional Rent

The Tenant shall pay to the Landlord the Additional Rent, so estimated by the Landlord, in equal consecutive monthly instalments throughout the Lease Year (or other period) with the monthly instalments of Minimum Rent.

5.5 Adjustment of Additional Rent

Within ninety (90) days of the end of each Lease Year (or other period) the Landlord shall compute the Additional Rent, and deliver to the Tenant a written statement of Additional Rent, and the calculation of the Tenant's Proportionate Share for such Lease Year (or other period). If the Proportionate Share as set forth in any such statement exceeds the aggregate amount of the instalments of estimated Additional Rent paid by the Tenant for such period, the Tenant shall pay to the Landlord the amount of such excess within fifteen (15) days of the delivery of such statement. If the contrary is the case, such statement of Additional Rent shall be accompanied by a refund to the Tenant of the overpayment.

5.6 Pro Rata Adjustment of Additional Rent

In the event this Leases commences, expires or is terminated before the end of the period for which any item of Additional Rent would otherwise be payable, the amount thereof payable by the Tenant shall be apportioned and adjusted in accordance with the adjustment provisions of this Lease.

5.7 Review of Additional Rent

No party hereto may claim a readjustment in respect of any item of Additional Rent whether paid or payable in instalments or otherwise, if based on any error of estimation,

allocation, calculation or computation thereof, unless claimed in writing prior to the expiration of one (1) year from the conclusion of the period in respect of which such item of Additional Rent accrued.

5.8 Apportionment of Additional Rent

Whenever, in the Landlord's reasonable opinion, an item of Additional Rent properly relates to only a portion of the Shopping Centre and the Premises are located within such portion, the Tenant's Proportionate Share of such item or category shall be calculated in relation to the Gross Leasable Area of such portion. The Tenant shall have the benefit of such provision when applied to portions of the Shopping Centre not occupied in whole or in part by the Tenant.

ARTICLE 6 - TAXES

6.1 Tenant's Taxes

The Tenant shall pay promptly when due all business, sales, machinery, equipment and all other taxes, assessments, charges and rates, as well as any permit or license fees, attributable to the Premises or the property, business, sales or income of the Tenant in respect of the Premises.

6.2 Payment of Property Taxes

The Tenant shall pay to the Landlord as Additional Rent the Tenant's Proportionate Share of Property Taxes.

6.3 Increases in Property Taxes

The Tenant shall pay to the Landlord as Additional Rent an amount equal to any increase in the Property Taxes by reason of any installation, alteration or use made in or to the Premises by or for the benefit of the Tenant or any assignee, concessionaire, licensee or subtenant of the Tenant. In making any determination of such an amount payable by the Tenant, the Landlord shall act reasonably and shall take into account all relevant factors relating to such matter.

6.4 Taxes

The Tenant shall pay to the Landlord as Additional Rent, or as otherwise required by law, all Sales Tax, including applicable federal Goods and Services Tax. The Landlord shall determine on a reasonable basis the extent to which the taxes are imposed by reason of any sum payable by the Tenant to the Landlord pursuant to any provisions of this Lease and any report of the Landlord's chartered accountant for such purpose shall be conclusive as to the amount of any such taxes for any period to which such report relates.

ARTICLE 7 - OPERATING COSTS

7.1 Payment of Operating Costs

The Tenant shall pay to the Landlord as Additional Rent the Tenant's Proportionate Share of Operating Costs.

7.2 Increases in Costs

Except for its normal and regular business activities, the Tenant shall not do or omit, or permit to be done or omitted, upon or about the Premises, anything which shall cause the Operating Costs to be increased. If the Operating Costs shall be so increased, the Tenant shall pay to the Landlord as Additional Rent the amount of such increase. In making any determination of such an amount payable by the Tenant, the Landlord shall act reasonably and shall take into account all relevant factors relating to such matter.

ARTICLE 8 - UTILITIES, HVAC COSTS

8.1 To the extent utilities are supplied and separately metered to the Premises, the Tenant shall promptly pay the costs and charges periodically payable in respect thereof.

8.2 To the extent utilities are supplied to the Shopping Centre for the account of the Landlord, such utilities shall be supplied to and consumed by all tenants in the Shopping Centre

and the costs and charges periodically payable by the Landlord in respect thereof shall be allocated as Operating Costs to the tenants in the Shopping Centre whose premises are not separately supplied by and metered for such utilities.

8.3 Notwithstanding Sections 8.1 and 8.2 the Landlord shall supply electricity, heating, ventilating, air-conditioning or other utilities to the Premises to a capacity adequate for the use outlined in Section 1.1(h).

ARTICLE 9 - INSURANCE

9.1 Tenant's Insurance

(a) The Tenant shall, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form and with such companies as the Landlord may reasonably approve:

- (i) comprehensive general liability insurance applying to all operations of the Tenant and against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance shall be in the name of the Tenant, and the Landlord shall be named therein as an insured party. Such insurance shall be for the amount of not less than One Million (\$1,000,000.00) Dollars combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such insurance shall, for the Tenant's benefit only, include contractual liability and tenant's legal liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease;
- (ii) all risk insurance upon its merchandise, stock-in-trade, furniture and

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fixtures and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises, against breakage and damage from any cause, all in an amount equal to the full replacement value thereof, which amount in the event of a dispute shall be determined by the decision of the Landlord;

- (iii) liability and property damage insurance with respect to all motor vehicles owned by the Tenant and operated in its business.

(b) The policies of insurance referred to above shall contain the following additional provisions:

- (i) provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of a claim under such policies and such 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 the insured(s);
- (ii) provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord shall be excess coverage;
- (iii) all property damage insurance referred to above shall provide for waiver of the insurer's rights of subrogation as against the Landlord;
- (iv) provisions that such policies of insurance shall not be cancelled without the insurer first providing the Landlord thirty (30) days written notice stating when such cancellation shall be effective.

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(c) Evidence satisfactory to the Landlord of all such policies of insurance shall be provided to the Landlord upon request;

(d) The Tenant shall further during the whole of the Term maintain such other insurance in such amounts and upon such risks as the Landlord may reasonably require from time to time.

9.2 Landlord's Insurance

The Landlord shall take out or cause to be taken out and keep or cause to be kept in full force and effect:

- (a) standard fire and extended coverage insurance on the Shopping Centre, except foundations, and insurance to cover any loss of rental income which may be sustained by the Landlord;
- (b) boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Shopping Centre (other than such boilers and pressure vessels to be insured by the Tenant hereunder);
- (c) comprehensive general liability insurance against claims for bodily injury including death and property damage in such form and subject to such deduction and exceptions as the Landlord may determine;

provided that nothing herein shall prevent the Landlord from providing or maintaining such additional or broader coverage as the Landlord may obtain in its discretion.

9.3 Increases in Rates

Except for its normal and regular business activities, the Tenant shall not do, omit or

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permit to be done or omitted upon the Premises anything which shall cause any rate of insurance upon the Shopping Centre or any part thereof to be increased or cause insurance to be cancelled. If any such rate of insurance shall be increased as aforesaid, the Tenant shall pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Shopping Centre or any part thereof is cancelled or threatened to be cancelled and cannot be replaced at reasonable cost by reason of the use or occupancy by the Tenant or any act or omission as aforesaid, the Tenant shall forthwith remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord.

9.4 Recovery of Landlord's Premiums

For the purposes of the recovery of the cost of insurance premiums paid by the Landlord such premiums shall be deemed to be included in Operating Costs and recovered in accordance with the provisions of this Lease.

ARTICLE 10 - USE AND OCCUPATION

10.1 Quiet Enjoyment

The Landlord covenants with the Tenant for quiet enjoyment throughout the Term, for so long as the Tenant is not in default hereunder, and except as provided herein.

10.2 Use

The Premises shall be used for the purpose set forth in Section 1.1(h) and for no other purpose.

10.3 Operating Name

The Tenant shall carry on business under the operating name set forth in Section 1.1(b)(iii) and under no other name or style whatsoever unless such other name or style is first approved in writing by the Landlord, such approval not to be unreasonably withheld.

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10.4 Covenant to Operate

The Tenant shall throughout the whole of the Term continuously operate, occupy and utilize the entire Premises and conduct its business therein complying strictly with the provisions of this Lease. The Tenant acknowledges that this covenant of the Tenant is a material element inducing the Landlord to execute this Lease.

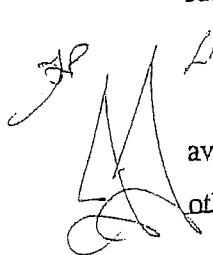
10.5 Character of Business

The Tenant shall operate and conduct its business upon the whole of the Premises in an up-to-date, first class and reputable manner befitting the character of the Shopping Centre.

10.6 Rules and Regulations

(a) The Rules and Regulations attached hereto as Schedule "C" may be amended by the Landlord from time to time acting reasonably, as would a reasonable and prudent landlord of a reasonably similar commercial development. Such rules and regulations shall be binding upon the Tenant, shall be of general application to all tenants in the Shopping Centre, and shall at no time contradict any term, covenant or condition set forth in this Lease.

(b) The Rules and Regulations now or hereafter in force shall be observed and performed by the Tenant and its agents, concessionaires, employees, invitees, licenses and subtenants and the Tenant shall be responsible for such observance and performance.

 (c) ~~For the enforcement of the Rules and Regulations, the Landlord shall have available to it all remedies set forth in this Lease for a breach of any provision hereof, and all other legal rights and remedies including injunction, both at law and in equity.~~

(d) The Landlord shall not be responsible to the Tenant for the non-observance or violation by any other tenant or person of the Rules and Regulations.



10.7 Signs

The Tenant shall erect, install and maintain a sign of a kind and size and in a location, which shall be first approved in writing by the Landlord, which approval shall not be unreasonably withheld, publicizing the Tenant's operating name, as set forth in Section 1.1(b)(iii). Any other signs, as well as the advertising practices of the Tenant and any display windows, shall comply with the applicable Rules and Regulations. The Tenant shall not erect, install or maintain any sign other than in accordance with this Section. At the expiration or earlier termination of this Lease, the Tenant shall, if required to do so by the Landlord, remove any such sign or signs and repair any loss or damage to the Shopping Centre occasioned thereby, all at the Tenant's sole expense.

10.8 General Prohibitions

(a) The Tenant shall warehouse, stock or store in the Premises only such goods, wares and merchandise as the Tenant intends to offer for sale at retail at, in, from or upon the Premises, provided that the Tenant shall not be precluded from occasional emergency transfers of merchandise to the other stores of the Tenant which are not located in the Shopping Centre.

(b) The Tenant shall not permit any business to be conducted in or from the Premises, or any part thereof, by any licensee or concessionaire nor permit the operation of any coin-operated machines on the Premises without the prior written consent of the Landlord.

10.9 Compliance with Laws

The Tenant shall carry on and conduct its business from the Premises in such manner as to comply with any and all statutes, by-laws, rules and regulations of any Federal, Provincial, Municipal or other competent authority for the time being in force, and shall not do anything upon the Premises in contravention thereof.

10.10 Nuisance

The Tenant shall not in the conduct of its business do or permit to be done or omitted anything which could damage the Shopping Centre or injure or impede the business of other tenants in the Shopping Centre or which shall or might result in any nuisance in or about the Premises, whether to the Landlord, any tenant of the Shopping Centre, or any other party, the whole as determined by the Landlord, acting reasonably. In any of the foregoing events, the Tenant shall forthwith remedy the same and if such thing or condition shall not be so remedied, the Landlord may, after such notice, if any, as the Landlord, acting reasonably, may deem appropriate in the circumstances, correct such situation at the expense of the Tenant and the Tenant shall pay such expense to the Landlord as Additional Rent.

ARTICLE 11 - DEPOSIT - TENANT IMPROVEMENTS

11.1 Tenant Improvements

The Tenant shall construct and install in and about the Premises on or before the last day of the twenty-fourth (24th) month of the Term tenant improvements satisfactory to the Landlord to a value of not less than Three Hundred Thousand (\$300,000.00) Dollars, which sum may include the value of the Tenant's trade fixtures and equipment to a value not exceeding One Hundred and Twenty Thousand (\$120,000.00) Dollars thereof.

11.2 Deposit

To guarantee its undertaking to the Landlord set forth in Section 11.1, the Tenant has paid to the Landlord or shall forthwith pay to the Landlord a deposit in the sum of Thirty-Nine Thousand (\$39,000.00) Dollars.

11.3 Refund of Deposit

Such deposit shall be fully refundable by the Landlord to the Tenant at such time as the Tenant shall provide to the Landlord evidence satisfactory to the Landlord, acting reasonably, that the Tenant has completed and paid for tenant improvements in an amount of not less than

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Sixty Thousand (\$60,000.00) Dollars, which amount shall not include the value of any trade fixtures and equipment installed in the Premises by the Tenant.

11.4 Forfeiture

If the Tenant shall be unable to provide such evidence of completion and payment on or before the last day of the twenty-fourth (24th) month of the Term, the said deposit shall be forfeited to the Landlord as liquidated damages and not as a penalty. Notwithstanding such forfeiture, all of the rights of the Landlord with respect to a breach of the Tenant's obligations under Section 11.1 and this Lease generally shall remain available to it.

ARTICLE 12 - CLEANING, REPAIR

12.1 Cleaning

(a) The Tenant shall keep the Premises and, without limitation, the inside and outside of all glass windows and doors of the Premises and all exterior surfaces of the Premises, in a neat, clean and sanitary condition and shall not allow any refuse, garbage or other loose or objectionable waste material to accumulate in or about the Premises but rather shall dispose of the same in accordance with the Rules and Regulations.

(b) The Tenant shall, immediately before the termination of the Term, wash the floors, windows, doors, walls and woodwork of the Premises and shall not, upon such termination, leave upon the Premises any refuse, garbage or waste material.

(c) The Tenant shall pay for its own janitorial service, cleaning of debris, removal of garbage and such other costs as may be incurred in cleaning in accordance with this Article, and, to the extent it pays such costs, the Tenant shall be relieved from the payment of such costs generally included as Operating Costs with reference to areas of the Shopping Centre not occupied by the Tenant.

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(d) In the event the Tenant fails to clean in accordance with this Article upon notice so to do from the Landlord, the Landlord may clean the same and the Tenant shall pay to the Landlord as Additional Rent the cost thereof.

12.2 Tenant's Repairs

(a) The Tenant shall maintain and ~~repair~~ the Premises, excepting only reasonable wear and tear and repairs which are the responsibility of the Landlord pursuant to this Article 12, but including any damage to or breakage of glass, plate glass, shop windows, mouldings, storefronts, signs, doors, hardware, lighting, wiring, plumbing, improvements, partitions, wall fixtures and all trade fixtures and furnishings of the Tenant or otherwise in or for the Premises and maintain in good condition the interior of the Premises, any appurtenances thereto, any improvements now or hereafter erected or installed therein and any apparatus or equipment of the Tenant therein or therefor.

(b) The Tenant shall keep well-painted at all times the interior of the Premises in accordance with the reasonable requests of the Landlord, using colours which shall first be approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed; shall keep all heating, ventilation and air-conditioning and plumbing facilities within the Premises and all drains therefrom in good repair and working order.

12.3 View Repairs

The Landlord may enter the Premises at any reasonable time during business hours and at any time during any emergency to view the state of repair and the Tenant shall repair according to notice in writing from the Landlord so to do, subject to the exceptions contained in this Article.

12.4 Landlord may Repair

If the Tenant fails to repair as required herein and according to notice from the Landlord

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within thirty (30) days of receipt thereof, the Landlord may make such repairs and the Tenant shall pay as Additional Rent the Landlord's cost for making such repairs.

12.5 Landlord's Repairs

(a) The Landlord shall be responsible for Structural Repairs to the Premises and repairs of damage to the Shopping Centre caused by perils against which the Landlord has insured, unless caused by the negligence of the Tenant, or persons for whom the Tenant is responsible in law.

(b) The Landlord shall not be liable for any loss or damage to any person or property for its failure to repair in accordance with this Article, unless such loss or damage is caused by the default or negligence of the Landlord, its agents, employees or contractors and is not specifically excepted pursuant to the provisions of this Lease.

(c) The Landlord shall maintain the Shopping Centre as would a prudent owner, the cost of which shall be included in Operating Costs.

(d) In fulfilling its obligations pursuant to this Article, the Landlord shall be entitled to enter the Premises and shall act as expeditiously as is reasonably possible in the circumstances.

12.6 Taking of Possession

The taking of possession of the Premises by the Tenant shall be conclusive evidence against the Tenant, that at the time of taking possession, the Premises were in good and satisfactory condition, excepting any unobservable condition or disrepair of structural elements thereof.

ARTICLE 13 - ALTERATIONS, FIXTURES

13.1 Tenant's Alterations

(a) The Tenant shall not make or cause to be made any alterations, additions or improvements or erect or cause to be erected any partitions or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises without first obtaining the Landlord's written approval thereto, such approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.

(b) All fixtures installed by the Tenant shall be of high quality, provided that the Tenant may install its usual trade fixtures in its usual manner so long as such installation has first been approved by the Landlord and does not damage the structure of the Shopping Centre.

(c) The Tenant shall not install in or for the Premises any special locks, safes, or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval, such approval not to be unreasonably withheld or delayed.

(d) When seeking the approval of the Landlord as required by this Article, the Tenant shall present to the Landlord plans and specifications of the proposed work.

(e) The Tenant shall promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Shopping Centre and should any claim or lien be made or filed the Tenant shall discharge the same.

13.2 Removal of Fixtures

(a) So long as the Tenant is not then in any continuing material default hereunder at the expiration of the Term (including, if applicable, the First Renewal Term and Second

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Renewal Term) the Tenant shall then have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof; provided that all alterations, additions and improvements constructed and installed in the Premises and attached in any manner to the floors, walls or ceiling, including any floor covering and light fixtures but not including any refrigerated display fixtures, are hereby deemed not to be trade fixtures and shall remain upon and be surrendered with the Premises, except to the extent the Landlord requires removal thereof, which requirement, if invoked by the Landlord, shall not be exercised unreasonably.

(b) If the Tenant fails to remove its trade fixtures and restore the Premises as aforesaid, all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord continues to require removal thereof.

(c) Should the Tenant abandon the Premises or should this Lease be terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the time of default by the Tenant, all trade fixtures and furnishings of the Tenant (whether before or after the removal thereof) shall become and be deemed to be the property of the Landlord, without indemnity to the Tenant, as additional liquidated damages in respect of such default, but without prejudice to any other right or remedy of the Landlord.

(d) Notwithstanding that any trade fixture, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.

(e) If the Tenant, after receipt of a notice from the Landlord, acting reasonably, fails to promptly remove any trade fixture, furnishings, alterations, additions, improvements and fixtures in accordance with such notice, then the Landlord may enter into the Premises and

remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

13.3 Landlord's Alterations

The Landlord reserves the right to:

(a) make any changes or additions to the apparatus, appliances, conduits, ducts, equipment, pipes or structures of any kind in the Premises where reasonably necessary to serve adjoining premises or other parts of the Shopping Centre;

(b) make alterations or additions to the structure and facilities of the Shopping Centre

which rights may be exercised by the Landlord in its reasonable discretion with regard to the rights of the Tenant pursuant to this Lease and without any claim for damages or indemnification against the Landlord, its employees or agents and without diminution or abatement of rent, except during any period of time during which the Tenant is unable to carry on business with the public because of the exercise of such rights by the Landlord. In the event that such exercise results in a change in the Gross Leasable Area of the Shopping Centre, the Additional Rent payable by the Tenant thereafter shall be recalculated but without any adjustment with respect to any earlier payment of Additional Rent.

ARTICLE 14 - SUBSTANTIAL DAMAGE AND DESTRUCTION, EXPROPRIATION

14.1 Abatement

If during the Term the Premises shall be damaged or destroyed by any cause whatsoever whereby the Premises are rendered unfit for occupancy by the Tenant, the rent hereby reserved shall abate until the Premises are again fit for occupancy.

14.2 Substantial Damage or Destruction - Landlord's Right to Terminate

In the event of Substantial Damage or Destruction of the Premises, or of any other portion or portions of the Shopping Centre, whether or not the Premises be affected thereby, the Landlord may within sixty (60) days after such damage or destruction, on giving thirty (30) days written notice to the Tenant, declare this Lease terminated forthwith. In such event, the Term shall be deemed to have expired, the Tenant shall deliver up possession of the Premises, and rent shall be apportioned and shall be payable by the Tenant to the date of termination stated in such notice. In such event, the Landlord shall repay to the Tenant any rent paid in advance and unearned. "Substantial Damage or Destruction" for the purposes of this Section 14.2 means such damage as, in the opinion of the Architect, requires substantial alteration or reconstruction of the Premises or of other portion or portions of the Shopping Centre or such damage to the Premises as cannot be repaired within a period of one hundred and eighty (180) days from the time of such damage.

14.3 Premises Damaged - Tenant's Right to Terminate

In the event the Premises shall be damaged or destroyed such that, in the opinion of the Architect, the Premises cannot be repaired within a period of one hundred and eighty (180) days from the time of such damage or destruction, the Tenant shall have the right, on giving thirty (30) days written notice to the Landlord, to declare this Lease terminated forthwith. In such event the Tenant shall deliver up possession of the Premises and rent shall be apportioned and shall be payable by the Tenant to the date of termination stated in such notice.

14.4 Rebuilding

If this Lease is not terminated pursuant to this Article, the Landlord shall cause such damage or destruction to be repaired or reconstructed, save as to items which are the responsibility of the Tenant pursuant to any provision of this Lease.

14.5 Expropriation

- (a) If during the Term, title is taken to the whole or any part of the Shopping Centre

(whether or not such part includes the Premises) by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable Shopping Centre, the Landlord may at its option terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant shall immediately deliver up possession of the Premises, rent shall be payable up to the date of such termination and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

(b) In the event of any such taking, the Tenant shall have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefor to the Tenant.

ARTICLE 15 - ASSIGNMENT, SUBLETTING, SALE OR MORTGAGE

15.1 Assignment and Subletting

(a) The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer any other right or interest under this Lease, without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Article.

(b) Notwithstanding any assignment or sublease, the Tenant shall remain fully liable for all of its covenants set forth in this Lease, unless the Landlord's written consent under Section 15.1(a) shall contain a release of the Tenant in respect of such covenants.

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(c) If the Lease is assigned or if the Premises or any part thereof are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion thereof, to the rent herein reserved.

(d) No assignment or sublease shall be made or proposed other than to responsible persons, firms, partnerships or bodies corporate who are experienced in and agree to carry on the type of business conducted in the Premises by the Tenant, as set forth in Section 1.1(h), and who shall undertake in favour of the Landlord to perform and observe the obligations of the Tenant hereunder by entering into an assumption agreement directly with the Landlord.

(e) No assignment or sublease shall be made or proposed unless the Tenant and the assignee or subtenant shall covenant with the Landlord to pay the Minimum Rent and operating costs as specified in this Lease.

(f) The prohibition against assigning or subletting without the consent required by this Article shall be construed to include a prohibition against any assignment or sublease by operation of law.

(g) The consent by the Landlord to any assignment or sublease shall not constitute a waiver or the necessity of such consent to any subsequent assignment or sublease.

15.2 Sale of Assets

No sale of all or substantially all of the goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld so long as the Tenant and the purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, acting reasonably, that the Tenant's obligations hereunder will continue to be performed and respected, in the manner satisfactory to the Landlord, acting reasonably, after completion of such sale.

15.3 Subordination and Attornment

(a) This Lease and the Tenant's rights hereunder shall automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or hereafter in force against the Shopping Centre or any part thereof, as now or hereafter constituted, and to all advances made or hereafter to be made upon the security hereof; and, upon the request of the Landlord, the Tenant shall execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

(b) The Tenant shall, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any mortgage or other method of financing or refinancing made by the Landlord in respect of the Shopping Centre, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, should such encumbrancer so elect and require.

(c) The Landlord shall use its best efforts to ensure that no subordination or attornment as required by this Article shall have the effect of disturbing the Tenant's occupation and possession of the Premises, provided that the Tenant is not in any continuing and material default hereunder and substantially complies with all of the covenants, terms and conditions hereof.

15.4 Estoppel

(a) Whenever requested by the Landlord, a mortgagee or an encumbrancer holder or other third party having any interest in the Shopping Centre, the Tenant shall within ten (10) days of the request executed and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account hereunder, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

(b) Tenant's failure to deliver such certificate or acknowledgement within the time provided shall constitute default hereunder and shall be conclusive against the Tenant that the information set out in the certificate or acknowledgement which the Tenant was request to executed is as set out in such certificate or acknowledgement.

15.5 Sale by Landlord

In the event of a sale by the Landlord of any portion or all its interest in the Shopping Centre, the Landlord shall thereafter be entirely relieved of the performance of all terms, covenants and obligations thereafter to be performed by the Landlord under this Lease, to the extent of the interest or portion so sold or transferred and it shall be deemed and construed without further agreement between the parties that the purchaser or transferee, as the case may be, has assumed and agreed to carry out any and all covenants of the Landlord hereunder.

ARTICLE 16 - INDEMNITY, LIENS

16.1 Tenant's Indemnity

The Tenant shall at all times during the Term, indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord shall or may become liable, incur or suffer by reason of a breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs to the Premises, made by or on behalf of the Tenant, or by reason of injury occasioned to or suffered by any person or damage to any property, by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Shopping Centre.

16.2 Landlord's Indemnity

The Landlord shall at all times during the Term, indemnify and save harmless the Tenant

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of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Tenant shall or may become liable, incur or suffer by reason of a breach, violation or non-performance by the Landlord of any covenant, term or provision hereof or by reason of injury occasioned to or suffered by any person or damage to any property, by reason of any wrongful act or omission, default or negligence on the part of the Landlord or any of its agents, concessionaires, contractors, customers, employees, representatives, invitees or licensees in or about the Shopping Centre.

16.3 Liens

The Tenant shall, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant shall pay to the Landlord as Additional Rent the cost thereof, including the Landlord's complete legal costs.

16.4 Granting of Security Interest

(a) Save only in respect of refrigerated display fixtures, the Tenant shall not grant a Security Interest in any goods that have become affixed to the Premises, and the Tenant shall not affix to the Premises any goods which are subject to a Security Interest.

(b) The Tenant shall not permit any Notice claiming a Security Interest in any fixture to be registered against title to the Shopping Centre and shall, immediately upon demand by the Landlord, remove or cause to be removed any such Notice and institute and diligently prosecute any proceedings pertinent thereto.

ARTICLE 17 - DEFAULT, REMEDIES, TERMINATION

17.1 Default

If and whenever:

(a) the Tenant shall be in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default shall continue for ~~ten (10)~~ ^{THIRTY (30)} days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for ~~twenty~~ ^{THIRTY} (20) days following written notice by the Landlord requiring the Tenant to pay the same; or

PROVIDED THE LANDLORD PROVIDES
30 DAYS WRITTEN NOTICE TO THE
TENANT OF ANY SUCH DEFAULT

(b) the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises shall be taken or seized in execution or attachment, or if any writ of execution shall issue against the Tenant and not be discharged within twenty-one (21) days of its issuance, or the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver or receiver and manager shall be appointed for the affairs, business, property or revenues of the Tenant, and such condition, proceeding or appointment shall not be vacated or discharged within twenty-one (21) days of its occurrence.

(c) the Tenant shall fail to commence, diligently pursue and complete the tenant improvements to be performed by it or to vacate or abandon the Premises or fail or cease to operate pursuant to the provisions of this Lease or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purposes other than as allowed pursuant to this Lease, or fail

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to remedy or rectify any act or omission hereunder, or if the Tenant should make a sale of all or substantially all of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine and ordinary course of its business; or

- (d) the Tenant shall sell all or substantially all of its assets, wherever situated (other than a sale to an Assignee or Sublessee pursuant to a permitted assignment or subletting hereunder); or
- (e) the Tenant abandons or attempts to abandon the Premises, or sells or disposes of the trade fixtures, goods or chattels of the Tenant or removes them from the Premises so that there would not in the event of such sale or disposal be sufficient trade fixtures, goods or chattels of the Tenant on the Premises subject to distress to satisfy all rent due or accruing hereunder for a period of at least twelve (12) months; or
- (f) the Premises become and remain vacant for a period of five (5) consecutive days or are used by any persons other than such as are entitled to use them hereunder; or
- (g) the Tenant assigns, transfers, encumbers, sublets or permits the occupation or use of the parting with or sharing possession of all or any part of the Premises by anyone except in a manner permitted by this Lease; or
- (h) re-entry is permitted under any other term of this Lease; or
- (i) the Tenant shall not observe, perform and keep each and every of the covenants, agreements stipulations, obligations, conditions and other provisions of this Lease

to be observed, performed and kept by the Tenant and shall persist in such default, in the case of monetary payments, beyond the ^{thirty (30)}~~ten (10)~~ day period stipulated in paragraph (a) aforesaid, or in the case of any other default, after thirty (30) days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than thirty (30) days to rectify, unless the Tenant shall commence rectification within the said thirty (30) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;

then, and in each of such cases, and at the option of the Landlord and in addition to any other rights or remedies the Landlord may have pursuant to this Lease or at law, the Landlord may, immediately re-enter upon the Premises and may expel all occupants thereof and remove all property from the premises and such property may be removed and sold or disposed of by the landlord in such manner as it deems advisable, including by private sale, or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant, all without service of notice or resort to legal process and without the Landlord being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If the Landlord elects to re-enter the premises as herein provided, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as are necessary in order to relet the Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the Term or the First Renewal Term of Second Renewal Term, if applicable) and at such rent and upon such other terms, covenants and conditions as the Landlord in its sole discretion considers advisable.

17.2 Landlord may Perform

If the Tenant shall fail to observe, perform or keep any of the provisions of this Lease to be observed, performed and kept by the Tenant, the Landlord may, but shall not be obliged

to, at its discretion and without prejudice to any other right, claim or action it may have, rectify the default of the Tenant, whether or not performance by the Landlord on behalf of the Tenant is otherwise expressly referred to in the applicable Section of this Lease. For such purpose the Landlord may make any payment or do to cause to be done such things as may be required including, without limiting the generality of the foregoing, entry upon the Premises. Any such performance by or at the behest of the Landlord shall at the expense of the Tenant and the Tenant shall pay to the Landlord as Additional Rent the cost thereof.

17.3 Distress

If and whenever the Tenant shall be in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, the Landlord may, without notice or any form of legal process whatever, enter upon the Premises and seize, remove and sell by judicial or formal process or by private sale the Tenant's goods, chattels and equipment therefrom or seize, remove and sell, by judicial or formal process or by private sale, any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress or sale.

17.4 Cost and Interest

All reasonable costs, expenses and expenditures of the Landlord, incurred upon any default by the Tenant hereunder, including, without limitation, the reasonable legal costs incurred by the Landlord on an indemnification basis as between solicitor and his own client shall, forthwith on demand, be paid by the Tenant to the Landlord as Additional Rent.

[Handwritten initials: SP, LK]

All rent and other sums due to the Landlord pursuant to the terms of this Lease shall be paid by the Tenant promptly when due, and if not so paid, shall bear interest from their

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respective due dates at the rate of twelve (12%) per cent per annum, both before and after default, demand and judgment.

17.5 Vacate Upon Termination, Survival

At the termination of this Lease, whether by passage of time or otherwise, the Tenant shall vacate and deliver upon possession of the Premises in the same state and condition as they were in upon delivery of possession to the Tenant, subject to reasonable wear and tear and the exceptions from the Tenant's obligation to maintain and repair and subject to the Tenant's rights and obligations in respect of removal and the Tenant shall thereupon surrender all keys to the premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, in the Premises. The indemnity agreements contained in this Lease shall survive the termination of this Lease.

17.6 Additional Right on Re-Entry

If the Landlord shall re-enter the Premises or terminate this Lease, then:

- (a) notwithstanding any such re-entry, termination, or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination shall survive;
- (b) the Landlord may use such force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for or in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- (c) the Landlord may relet the Premises or any part thereof for a term or terms which may be less or greater than the balance of the Term and may grant reasonable concessions in connection therewith; and

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(d) the Tenant shall pay to the Landlord on demand:

- (i) rent and all other amounts payable hereunder up to the time of re-entry or to termination, whichever shall be the later; and
- (ii) such reasonable expenses as the Landlord may incur or has incurred in connection with the re-entering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized, including without limitation brokerage, legal fees and disbursements on an indemnification basis as between a solicitor and his own client, and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- (iii) as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from the Lease during the period which would have constituted the unexpired portion of the Term or applicable First Renewal Term of Second Renewal Term had it not been terminated, an amount equal to accelerated Minimum Rent plus Additional Rent for a period of six (6) months, and such other amount as may be claimed by the Landlord according to law.

17.7 No Waiver

No provision of this Lease shall be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver shall be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

17.8 Remedies Cumulative

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one (1) or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease.

17.9 For Lease Signs

The Landlord shall have the right within six (6) months prior to the expiration of the Term or applicable First Renewal Term or Second Renewal Term to place upon the Premises a notice, of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are to let and the Tenant shall not remove or obscure such notice or permit the same to be removed or obscured.

17.10 Holding Over

If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the Term or applicable First Renewal Term or Second Renewal Term then, without any further written agreement, the Tenant shall be a tenant from month to month at the aggregate of:

- (a) a minimum monthly rent equal to one hundred (100%) per cent of the monthly Minimum Rent prevailing immediately prior to such expiration or termination;
- (b) Additional Rent as herein provided;

and subject always to all of the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication

of law; provided that if the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant shall be a tenant at will and shall pay to the Landlord, as liquidated damages and not as rent, an amount equal to the aggregate set forth above during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly and subject always to all of the other provisions of this Lease insofar as they are applicable to a tenancy at sufferance and a tenancy from month to month or from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Landlord from taking action for recovery of possession of the Premises.

17.11 Failure to Pay

Should the Tenant fail to make any payment required by the Tenant pursuant to this Lease, the Landlord may, without prejudice to any other right or remedy of the Landlord, pay all or part of such required payment without prior notice to the Tenant and recover such payment from the Tenant as Additional Rent.

17.12 Lien on Trade Fixtures

If the Tenant at any time while in possession of the Premises during the Term or otherwise, is in default under any covenant or obligation contained in this Lease, the Landlord has a paramount lien and charge on all stock-in-trade, inventory fixtures, equipment, chattels and facilities of the Tenant as security against loss or damage resulting from any such default by the Tenant and the said stock-in-trade, inventory, fixtures, equipment, chattels or facilities shall not be removed by the Tenant until such default is cured, unless otherwise permitted in writing by the Landlord and such lien and charge is hereby granted by the Tenant in favour of the Landlord. The provisions of this Article and the lien and charge hereby conferred shall survive expiration of the Term or earlier termination of this Lease.

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ARTICLE 18 - GENERAL PROVISIONS

18.1 Approvals

No provisions in this Lease requiring the Landlord's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Landlord relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Landlord on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

18.2 Impossibility of Performance

Notwithstanding anything in this Lease to the contrary, neither the Landlord nor the Tenant shall be deemed to be in default of performance of any term, covenant, or condition of this Lease if failure or delay of such performance shall be due to any strike, lockout, civil disturbance, governmental regulations or controls, act of God, or other cause beyond the control of the party affected thereby.

18.3 Relationship of Parties

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

18.4 Sole Agreement

This Lease sets forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the parties concerning the Premises and the

Shopping Centre and there are no warranties, representations, covenants, promises, agreements, conditions or undertakings, either oral or written, express or implied, between them other than as set forth in this Lease.

18.5 Modifications

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by the parties. At the request of the Landlord, the Tenant shall execute and deliver a modification agreement reflecting the changes in this Lease resulting from an adjustment in Floor Area or reflecting any other alteration, amendment, change or addition agreed to between the parties provided that, notwithstanding the failure of the Tenant to do so, the Tenant shall be bound thereby.

18.6 Certificates of Architect and Auditor

The following certificates shall be conclusive and binding upon the Landlord and the Tenant in respect of any question of fact or opinion arising under this Lease with respect to the matters stipulated:

- (a) A certificate procured by the Landlord from the Architect, as to any question of fact concerning the completion of any construction or other work either by the Landlord or the Tenant, whether any such work complies with the requirements of this Lease, whether the Shopping Centre or the Premises or any part thereof is being kept in good order and repair as required by the provisions of this Lease, the cause of any destruction or damage, the estimated cost of repairing any damage or destruction, the extent to which the destruction or damage has occurred or the time necessary to complete any repairs; and
- (b) A certificate procured by the Landlord from an independent chartered accountant (but who may be the Landlord's auditor) as to any question of fact or opinion

concerning the computation of Minimum Rent or Additional Rent, the proper amount of any payment to the Landlord, the amount of Operating Costs and the Tenant's Proportionate Share thereof, and the amount of any charges for utilities.

18.7 No Brokerage

The Landlord and Tenant warrant to each other that no broker or agent was instrumental in negotiating this Lease.

18.8 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease or any permitted assignment or permitted sublease of this Lease against the Lands or any part thereof comprising the Shopping Centre or the Premises. The Tenant may register a Caveat against the lands indicating its Tenant's interest therein, provided such Caveat shall not set forth the rent payable pursuant to the Lease. The Tenant shall postpone any such Caveat to a mortgage or other financing instrument registered by a mortgagee or other financier with whom the Landlord shall be contracted. If such postponement is required of the Tenant, the Landlord shall use best efforts to obtain for the Tenant a covenant of non-disturbance from such mortgagee or other financier.

18.9 Construed Covenant, Severability

All of the provisions of this Lease are to be construed as covenants and agreements. Should any provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

18.10 Further Assurances

The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable

from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

18.11 Governing Law

This Agreement shall be governed in accordance with the laws of the Province of Alberta and the parties hereto submit to such jurisdiction.

18.12 Time

Time shall be of the essence hereof.

18.13 Notices

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if:

- (a) personally delivered to an officer of the corporate party for whom it is intended;
or
- (b) if mailed by prepaid registered mail, to the address of the party for whom it is intended as set forth in Sections 1.1(a)(ii) and 1.1(b)(ii).

Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery and any notice mailed shall be deemed to have been received seventy-two (72) hours after the date it is postmarked. If normal mail service is interrupted after the notice has been sent the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.

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18.14 No Transfer on Bankruptcy

Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

18.15 Successors Bound

All rights and liabilities herein given to, or imposed upon, the respective parties hereto all extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been first approved by the Landlord.

18.16 Index and Headings

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

18.17 Tenant's Acceptance

The Tenant hereby accepts this Lease of the Premises, to be held by the Tenant, subject to the conditions, restrictions and covenants set forth herein.

ARTICLE 19 - DEMOLITION OF SHOPPING CENTRE

19.1 Demolition. Notice. Termination

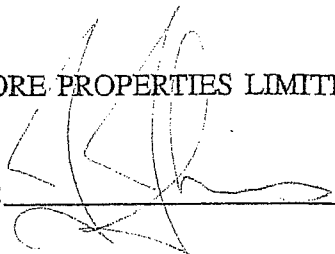
In the event the Landlord shall intend to demolish the Shopping Centre for any reason or purpose whatsoever, the Landlord shall give twelve (12) months written notice of such intent to the Tenant and this Lease shall terminate on the last day of the twelfth month following the

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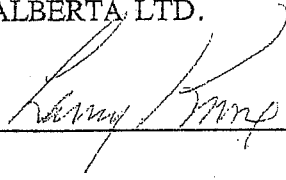
giving of such notice. No such notice may be given by the Landlord until after the last day of the one hundred and eighth (108th) month of the Term.

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

STORE PROPERTIES LIMITED

Per: 

64483 ALBERTA LTD.

Per: 

SUNTERRA QUALITY FOOD MARKETS
(CALGARY) LTD.

Per: 

Per: _____

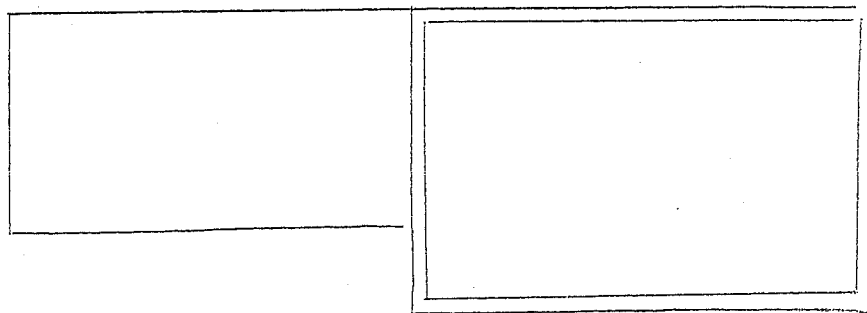
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Lease between Store Properties Limited and
64483 Alberta Ltd, as Landlord, and
Sunterra Quality Food Markets (Calgary) Ltd., as Tenant

Schedule "A"

Note: Pursuant to this Lease, this Schedule "A" is to be an outline of the Shopping Centre with
the Premises outlined in red.

BRITANNIA CENTRE



EUROPE DR.

50 AGE S W

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Lease between Store Properties Limited and
64483 Alberta Ltd, as Landlord, and
Sunterra Quality Food Markets (Calgary) Ltd., as Tenant

Schedule "B"

Definitions

In this Lease, the following words, phrases and expressions shall have the meanings set forth below:

1. Additional Rent means any sum or sums other than Minimum Rent payable by the Tenant to the Landlord pursuant to any provisions of the Lease, all of which are recoverable by the Landlord as rent.
2. Architect means the firm of professional architects, engineers or other professionals engaged by the Landlord from time to time to prepare the construction drawings for the Shopping Centre or to supervise the architectural or engineering aspects thereof and includes any surveyors or consultants engaged by the Landlord or such architects or engineers from time to time.
3. Commencement Date means the date set out in Section 1.1(e)(ii).
4. Common Area means all lands, improvements, facilities, utilities, installations and equipment forming part of the Shopping Centre (which may be altered, reconstructed, expanded, withdrawn from and added to from time to time) other than parts of those lands, improvements, facilities, utilities, installations and equipment designated by the Landlord for leasing to tenants of the Shopping Centre and including, without limiting the generality of the foregoing, exterior walls, floors and roofs of all improvements; interior hallways; the Parking Areas; sidewalks and landscaped areas; truck courts, loading areas and freight elevators; pylon signs, electrical systems and equipment; public address, intercom, music and alarm systems; heating, ventilating, air-conditioning, plumbing, drainage and other mechanical systems and equipment not located in the Premises; general signs and information facilities; decor, furnishings, fountains and features; administrative offices, maintenance offices, boiler and fan rooms, trash disposal facilities and garbage compaction equipment, to the extent that any or all of the foregoing is present.
5. Fair Market Rent means the amount (exclusive of Additional Rent) that a willing tenant would pay and a willing landlord would accept in arms length, bona fide negotiations, without any additional inducements and without regard to any leasehold improvements created or installed in the Premises by the Tenant.
6. Floor Area means the area, expressed in square feet or such other unit as the Landlord may determine, of all floors and mezzanines (unless such mezzanine has been constructed by a tenant and is used exclusively for storage) of all storeys in each interior leasable premises in the

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Shopping Centre, calculated by measuring from the exterior surfaces of the exterior walls a of all walls adjoint Common Areas, from the centre line of party or demising walls separating two (2) or more interior leasable premises and from the lease line separating any interior leasable premises from other areas in the Shopping Centre where no wall exists, all with deduction or exclusion for any space occupied by or used for columns, stairs, elevators, escalators or other interior construction or equipment or for any storefront or doorway are recessed from the lease line, and when used in respect of the Premises means the area of floors, mezzanines (unless such mezzanine has been constructed by the Tenant and is used exclusively for storage) of all storeys in the Premises, calculated as aforesaid.

7. Gross Leasable Area of the Shopping Centre or any portion specified thereof means the aggregate, from time to time, of the Floor Areas of all interior leasable premises in the Shopping Centre or in such specified portion, including the Premises, as the case may be.

8. Landlord means the two (2) corporations described in Section 1.1(a) and the successors and assignees thereof.

9. Lease Year means, in the case of the first Lease Year, the period beginning on the Commencement Date and terminating on the day prior to the first anniversary of the Commencement Date and, in the case of each subsequent Lease year, means each twelve (12) month period after the first Lease Year.

10. Minimum Rent means the rent set out in Section 1.1(f).

11. Notice includes requests, demands, designations, statements or other writing in this Lease or in any statute referred to in this Lease required or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord and all writs, originating notices of motion, affidavits and any other ancillary documents in support of all legal proceedings.

12. Operating Costs means all of the Landlord's outlays, costs, charges and expenses of operating, supervising and maintaining the Shopping Centre (including the Common Areas but excluding for the purposes of this Lease all costs relating to the elevator and cleaning of second level premises) and Operating Costs includes, without limitation or duplication:

- (a) to the extent that the following costs are incurred or facilities supplied, the cost of lighting, heating, ventilating, air-conditioning and supplying water and other utilities to the Common Areas; cleaning; janitorial services; snow and ice removal; striping and repairing Parking Areas; supervising, policing and security painting; planting and landscaping; maintenance and repairs to the apparatus for heating, ventilating and air-conditioning installed in the Shopping Centre; operating and maintaining the garbage compaction equipment; repairs to the Shopping Centre, other than Structural Repairs but including any change required by any governmental or other agency regulating operation of the Shopping Centre; business taxes, place of business taxes and any other taxes levied in respect of or fairly attributable to the Common Areas; Property Taxes; if not already included in Additional Rent pursuant to any provision of the Lease;

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costs of appeals against assessments for Property Taxes, insurance premiums; supplies; all office expenses and Shopping Centre personnel wages; employee benefits and payroll expenses;

- (b) periodic depreciation of the machinery, equipment and fixtures which by their nature require periodic or substantial replacement calculated on the basis of cost of the said machinery, equipment and fixtures being fully depreciated over the useful life thereof as determined by the Landlord or a qualified consultant retained by the Landlord for such purpose; and
- (c) reasonable accounting and property management fees.

There shall be excluded from Operating Costs without duplication:

- (a) periodic depreciation on the capital cost to the Landlord of the Shopping Centre at the time that the Shopping Centre was first constructed, except as expressly set out above;
- (b) payments of principal and interest under any mortgages on the Shopping Centre;
- (c) corporate, income, profits or excess profit taxes assessed upon the income of the Landlord;
- (d) the costs of repair of damage, to the extent that insurance proceeds are actually recovered by the Landlord in respect thereof.

13. Parking Areas means the paved portions of or adjacent to the Shopping Centre which have been or are to be allocated for the parking of motor vehicles, as from time to time altered, reconstructed or expanded, and includes entrances, roads and other means of access thereto any parking structures or other parking facilities from time to time constructed.

14. Premises means that portion of the Shopping Centre indicated and having the approximate configuration and location shown outlined in red on Schedule "A" to the Lease and contain the number of square feet of Floor Area set out in Section 1.1(d), more or less.

15. Property Taxes means all general, special, local improvement, school and water tax levies, rates and charges from time to time imposed against the Shopping Centre, or any part thereof, by municipal or other governmental authorities having jurisdiction, together with the costs of contesting or negotiating the same, but exclusive of income taxes, business taxes, place of business taxes, estate, inheritance, succession, capital levy or transfer tax. (Should it be found that due to changes in the method of levying or collection of any tax, levy, rate or charge to be imposed upon the Shopping Centre, or any part thereof, or should any new tax, levy, rate or charge be levied or imposed in lieu of or in addition to those contemplated by the above definition, the Landlord and the Tenant hereby agree to negotiate an amendment or new provision so as to obviate any injustice or inequity which shall have arisen and should the Landlord and the Tenant fail to agree on such amendment or new provision the same shall be

Lease between Store Properties Limited and
64483 Alberta Ltd, as Landlord, and
Sunterra Quality Food Markets (Calgary) Ltd., as Tenant

Schedule "C"

Rules and Regulations

1. The Landlord reserves entire control of all components and areas of the Shopping Centre and its facilities provided for the common benefit of the tenants or the public. Sidewalks driveways, entrances, lobbies, halls, corridors, escalators, elevators, stairways or fire escapes of the Shopping Centre shall not be obstructed or used for any purpose except ingress and egress. The Landlord may from time to time designate areas which tenants and their employees or contractors may not use for the parking of vehicles owned or operated by them or for loading and unloading, and in the event a vehicle is parked in any area so designated, the Landlord reserves the right to remove such vehicle at the expense and risk of the owner. The Tenant shall, upon notice from the Landlord, furnish the Landlord with the license number of all vehicles owned or operated by the Tenant and employees of the Tenant.
2. The handling and disposal of garbage shall comply with arrangements prescribed by the Landlord from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate and removals or clearing in excess of normal may be charged to the Tenant; the Tenant will provide adequate means to prevent soiling of walls, floors and carpets in and abutting to the Tenant's Premises by shoes, overshoes or acts or omissions of the Tenant or its employees or invitees. Plumbing installations and waste and drainage units shall not be used for any purposes other than those for which they were intended, and sweepings garbage, rubbish, rags, ashes and other substances shall be discarded only in the proper receptacles provided therefor. Any stoppage of or damage to installations, units, receptacles, equipment or floor finishes occasioned by misuse shall be remedied at the expense of the Tenant, who or whose employees or licensees caused it.
3. The Tenant shall not, without the consent of the Landlord first obtained, attempt any repairs or alterations or modifications to the heating, air-conditioning, plumbing, or electrical systems. To ensure efficient operation of said systems, no window shades, blinds or curtains shall be installed without the prior approval of the Landlord; no articles of any description shall be placed on any radiator or induction unit, and the Landlord may require the Tenant to keep exterior window drapes drawn.
4. The Tenant shall not change locks on doors or install auxiliary or additional locks without the prior approval of the Landlord. All glass, locks and trimmings in or upon the doors or windows of the Premises shall be kept whole, and any part thereof which may become broken or replaced or repaired at the Tenant's expense. Glass replaced shall be of the same kind and quality as that which it replaces.



5. No material or equipment which could cause offensive odours, fire hazard, undue loads on electrical circuits, or undue vibration, heat or noise shall be brought into the Shopping Centre or used therein by or on behalf of the Tenant, and no machinery or tools of any kind shall be affixed to or used in the Premises without the consent of the Landlord.
6. The Tenant shall not make or permit any noise or conduct in the Shopping Centre which, in the reasonable opinion of the Landlord, may disturb any other Tenant. No pets, animals or birds shall be brought into the Shopping Centre or kept therein. No portion of the Premises shall be used for the storage of personal effects of articles not required for business purposes.
7. The Tenant shall ensure that all loading, unloading and shipping of merchandise, supplies, fixtures and other materials whatsoever are made only through such areas, entrances and corridors, and during such days and hours, and in compliance with such provisions for the regulation of same, as the Landlord, acting reasonably, may from time to time prescribe, and that delivery and shipping to and from the Shopping Centre and the Premises are in accordance with and subject to such Rules and Regulations as are in the judgment of the Landlord, acting reasonably, necessary for the proper operation of the Shopping Centre.
8. The Tenant shall be responsible for any damage caused by moving furniture, supplies, merchandise and equipment into, within or out of the Premises, and for adherence to delivery time schedules prescribed by the Landlord from time to time, and same shall be taken into or removed from the Premises only at times and by routes and methods prescribed by the Landlord, acting reasonably, and shall not be moved over floors, halls, landings or stairways, so as to cause marks thereon or damage thereto nor left stationary thereon. Any hand trucks, dollies or similar appliances used shall be equipped with rubber tires and adequate side bumpers.
9. No safe or other heavy article shall be brought into the Premises without the prior permission of the Landlord. Safes, filing cabinets and other heavy equipment or furnishings shall be placed and stand on plank strips, skids or platforms to distribute their weight adequately and may only be moved by reputable professional movers.
10. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the Shopping Centre, except as prescribed or permitted by the Landlord, acting reasonably.
11. The Landlord reserves the right to restrict, control or prohibit canvassing, soliciting and peddling within the Shopping Centre.
12. The Landlord may lock the entrance doors to the Shopping Centre on Sundays and statutory holidays and after normal business hours on other days. Pass keys may be issued upon request, provided that the Tenant shall be responsible for the control of use, distribution and return thereof. The Landlord may require persons entering the Shopping Centre after normal business hours to produce identification and/or to register upon entering and leaving.

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settled by arbitration in accordance with the Arbitration Act of the jurisdiction governing this Lease, and amendments thereto, or any like statute in effect from time to time).

16. Proportionate Share means the proportion that the Floor Area of the Premises bears to the Gross Leasable Area of the Shopping Centre, and shall be Forty-Seven and Thirty-Two Hundredths (47.32) Percent unless revised in accordance with the provisions set forth in Section 2.2.

17. Rules and Regulations means those rules and regulations attached to this Lease as Schedule "C" and all amendments and additions thereto made by the Landlord in accordance with this Lease.

18. Sales Tax means any sales tax, business transfer tax, value added tax, Goods and Services Tax or similar tax imposed upon the Landlord or the Tenant by the Government of Canada, or any provincial or municipal government to the extent that such tax is imposed against the Landlord or the Tenant or is required to be paid or collected by the Landlord by reason of any payment by the Tenant to the Landlord pursuant to any provision of this Lease.

19. Security Interest means an interest in goods, chattel paper, a security, a document of title, an instrument, money or an intangible, that secures payment or performance of an obligation as more specifically defined in the Personal Property Security Act of Alberta, any amendments there or replacement thereof.

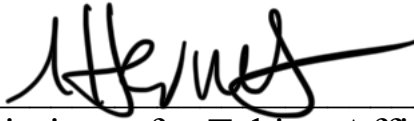
20. Shopping Centre means the lands described in Section 1.1(i) and all structure and improvements from time to time erected thereon and their appurtenances (including parking areas), all as the same may be expanded or altered in accordance with this Lease from time to time.

21. Structural Repairs means only repairs and replacements to the foundations, the structural subfloors, sidewalks, columns and beams and the structural portions of bearing walls and roof and roof membrane of the Shopping Centre and specifically excludes maintenance of every kind.

22. Tenant means the party or parties described in Section 1.1 (b) and the heirs, executors, administrators, successors and permitted assignees thereof.

11

This is **Exhibit “B”** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026



A Commissioner for Taking Affidavits
in the Province of Ontario



STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, ALBERTA
T2S 2T6

(403) 255-6753
jim.jenkins@shaw.ca

December 29, 2025

Mr. C. Alladin
President
Sunterra Quality Food Markets Inc.
200-1851 Sirocco Drive S.W.
Calgary, AB
HAND DELIVERED

Dear Sir:

Re: Lease dated January 15, 1996 (as amended, extended, assigned and otherwise modified from time to time, the "Lease") between Store Properties Limited (the "Landlord"), as landlord, and Sunterra Quality Food Markets Inc. (the "Tenant"), as tenant, with respect to certain premises located on the main floor of the building, commonly known as "Sunterra Building" and located at 5005 Elbow Drive S.W. & 803-49th Ave. S.W., Calgary, Alberta

All words capitalized herein and not otherwise defined have the meaning given to such words in the Lease.

Pursuant to Section 17.10 of the Lease, the Landlord hereby consents to the Tenant continuing to occupy the Premises after the expiration of the current term of the Lease, being December 31, 2025 (the "**Lease Expiration Date**"). In accordance with Section 17.10 of the Lease.

Cont...

A handwritten signature in black ink, appearing to be 'AJ' or similar, located in the bottom right corner of the page.

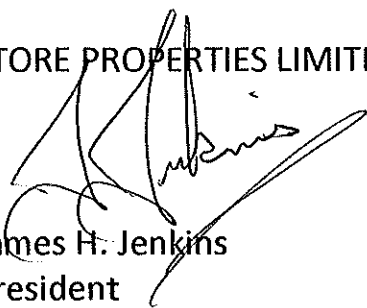
C. Alladin
Sunterra Quality Food Markets Inc.
December 29, 2025
Page two...

- (i) The tenant shall be a tenant from month to month at the aggregate of:
 - (a) a Minimum rent in the amount of \$28.00 per square foot (\$336,000) per annum: \$28,000 per month *[12,000 sq. ft. lease space]*
 - (b) Additional Rent as provided in the Lease; and
 - (c) \$400 per month for the use of certain parking stalls, as more particularly set out in the Lease
- (ii) The Tenant shall remain subject always to all other provisions of the Lease insofar as the same are applicable to a month-to-month tenancy
- (iii) A tenancy from year -to-year shall not be created by implication of law; and
- (iv) The Landlords' consent to the Tenant holding over shall in no way preclude the Landlord from taking action for recovery of possession of the Premises.

If there is any inconsistency between the Lease and this notice of consent or any other agreement, supplement, amendment, including any offer, letter, or oral agreement between the Landlord and the Tenant, the Lease shall prevail and govern in all respects.

Yours truly,

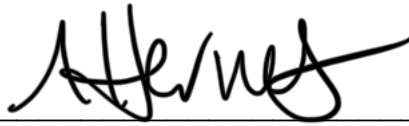
STORE PROPERTIES LIMITED


James H. Jenkins
President

/j



This is **Exhibit “C”** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026



A Commissioner for Taking Affidavits
in the Province of Ontario



LEASE REVIVAL AND AMENDING AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of July, 2026.

BETWEEN:

STORE PROPERTIES LIMITED

(the "Landlord")

- and -

SUNTERRA QUALITY FOOD MARKETS INC.

(the "Tenant")

RECITALS:

- A. pursuant to a lease dated January 15, 1996 (as amended, extended, assigned and otherwise modified from time to time, the "Lease"), the Landlord agreed to lease to the Tenant certain premises comprising twelve thousand (12,000) square feet (the "Premises") as more particularly described in the Lease in the building commonly known as "Sunterra Building" and located at 5005 Elbow Drive SW & 803-49th Ave. SW, Calgary, Alberta, all upon and subject to the terms and conditions more particularly set out in the Lease;
- B. pursuant to a letter dated December 29, 2025 (the "Letter"), the Landlord consented to the Tenant continuing to occupy the Premises after the expiration of the then current term of the Lease, being December 31, 2025, in accordance with Section 17.10 of the Lease, all upon and subject to the terms and conditions more particularly set out in the Letter; and
- C. the Landlord and the Tenant wish to revive the Lease and amend certain provisions of the Lease pursuant to the terms set out in this lease revival and amending agreement (the "Agreement").

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Defined Terms

Except as otherwise stated herein, all words and phrases defined in the Lease will have the same meanings herein as are given to such words and phrases in the Lease.

2. Term

Upon the effective date of this Agreement (the "Revival Date"), the Lease shall be deemed revived and restored to full force and effect as if no termination, expiration or lapse had occurred. The term of the revived Lease (the "Revived Term") shall commence on July 1, 2026 and shall expire on



October 31, 2026, unless sooner terminated in accordance with the terms and conditions of the Lease.

3. Rent and Other Payments

- (a) The Minimum Rent payable during the Revived Term shall be \$20.00 per square foot of Gross Leasable Area (\$240,000.00 per annum; \$20,000.00 per month).
- (b) The Tenant shall continue payment of Minimum Rent, Additional Rent and all other amounts under the Lease on the Revival Date, and all such payments shall be made in accordance with the payment terms of the Lease. For greater certainty, the Tenant shall continue to pay to the Landlord \$50.00 per month for the use of one (1) parking stall in the Parking Areas, as more particularly set out in the Lease.

4. Parking

 The Tenant acknowledges and agrees that effective on the Revival Date it shall surrender to the Landlord seven (7) parking stalls in the Parking Areas which were previously assigned to the Tenant pursuant to the Lease.

5. No Year-to-Year Tenancy

The Landlord and the Tenant acknowledge and agree that a tenancy from year-to-year shall not be created by implication of law by virtue of the Letter, this Agreement or any other agreement between the parties hereto.

6. Effect of Revival and Amendment

- (a) All terms, covenants, conditions and obligations of the Lease, as they existed immediately prior to the termination, expiration or lapse of the term of the Lease, shall remain in full force and effect during the Revived Term without modification, except as may be expressly amended by this Agreement, which is supplemental thereto. For the avoidance of doubt, any rights, obligations or liabilities that accrued under the Lease prior to the Revival Date shall survive and remain enforceable during and after the Revived Term.
- (b) The Landlord and the Tenant acknowledge and agree that the revival of the Lease shall not constitute a new lease or a renewal, but rather a continuation and restoration of the Lease for the duration of the Revived Term. Nothing in this provision shall be construed to release either party from any default existing as of the Revival Date, and any such default shall continue to be subject to the remedies available under the Lease.

7. Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof.



9. Power and Capacity

The Landlord and the Tenant covenant, represent and warrant to each other that they have the power, capacity and authority to enter into this Agreement 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 Agreement.

10. Execution and Delivery

This Agreement may be executed electronically (including by way of DocuSign) in counterparts and delivered by electronic mail in Portable Document Format (PDF) each of which upon execution and delivery shall be deemed an original and when taken together shall constitute one and the same instrument.

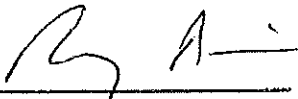
(remainder of page intentionally left blank, signature page to follow)

A handwritten signature in black ink, appearing to be the initials 'AF' or a similar stylized mark.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed as of the date and year first above written.

TENANT:

SUNTERRA QUALITY FOOD MARKETS INC.

Per: 
Name: _____
Title: RAY PRICE
DIRECTOR

Per: _____
Name: _____
Title: _____

LANDLORD:

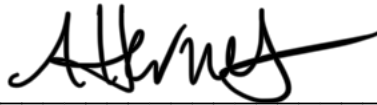
STORE PROPERTIES LIMITED

Per: 
Name: _____
Title: JAMES JENKINS
PRESIDENT

Per: _____
Name: _____
Title: _____



This is **Exhibit “D”** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026



A Commissioner for Taking Affidavits
in the Province of Ontario



STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, AB
T2S 2T6

PHONE (403) 255-6753
"jenkins@jayjen.ca"

July 30, 2026

R. Price

Ray.price@sunterra.ca

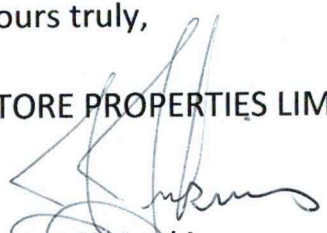
Dear Sir:

Please be advised that we have completed an unconditional sale of the building in which Sunterra is a tenant at 5005 Elbow Drive S.W. and 803-49 Ave. S.W. Calgary to Certus Developments Inc. with a closing date as at October 31, 2026.

Any future communications relating to the Sunterra lease must now be directed to Certus at 401-3007-14 St. S.W. Calgary T2T 3V6 to the attention of Ron Ghitter (ghitter@icloud.com). Phone number (403) 245-2080.

Yours truly,

STORE PROPERTIES LIMITED



James H. Jenkins
President

j/

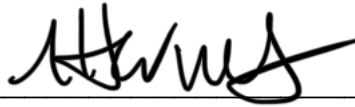
cc: Chris Alladin (chris.alladin@sunterra.ca)

cc: FTI Consulting (sunterra@fticonsulting.com)

cc: Harris and Partners (hello@harrispartners.ca)



This is **Exhibit “E”** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026



A Commissioner for Taking Affidavits
in the Province of Ontario



From: [Ronald D. Ghitter](#)
To: [Ray Price](#); [Chris Alladin](#); sunterra@fticonsulting.com; hello@harrispartners.ca
Cc: [JIM JENKINS](#)
Subject: Store Properties sale to Certus Developments Inc
Date: Tuesday, August 4, 2026 1:40:27 PM

Attention: This email is from outside Sunterra. Use caution when clicking links or opening attachments. if you have any concerns, please contact VINCOVI.

Notification;

As you have been made aware, Certus Developments Inc. ("Certus") is under contract to purchase the building and parking lot at 5005 Elbow Drive S.W. and 803-49th Ave. S.W.

With closing scheduled for October 30 2026

We are presently in the process of retaining a firm to seek a new tenant for the premises which is currently being leased to Sunterra Quality Food Markets Inc.

As you are further aware, the term of the leased dated January 15,1996, as amended and extended ,assigned and otherwise modified from time to time.

between Sunterra and Store Properties Limited is set to expire on October 31, 2026

Please ensure that vacant possession of the leased premises will be delivered in accordance with the lease by October 31,2026

Under our agreement with Store Properties Limited as of the date hereof all future discussions with Sunterra

relating to the leased premises must be directed to Certus at 3007-14th St S.W. Calgary

T2T3V6 to the attention on Ron Ghitter at Ghitter@icloud.com, phone 403-2452080,

with a copy to Store Properties Limited 5005 Elbow Drive Calgary T2S2T6 and Jim Jenkins at Jim.jenkins@shaw.ca

A representative from StoreProperties Limited must be in attendance in any future discussions between Certus and Sunterra

Certus Develoments Inc.

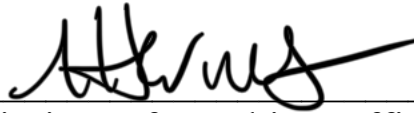
Per

Ron Ghitter

Chairman



This is **Exhibit “F”** referred to in the
Affidavit of Arthur Price
sworn before me, this 27th day of October, 2026



A Commissioner for Taking Affidavits
in the Province of Ontario



NOTICE OF EXPIRATION OF LEASE
(the "Notice")

September 15, 2026

TO: Sunterra Quality Food Markets Inc. (the "**Tenant**")
200, 1851 Sirocco Drive SW
Calgary, Alberta T3H 4R5
Att: Mr. C. Alladin, President
Cc Mr. R. Price

BY HAND DELIVERY

FROM: Store Properties Limited (the "**Landlord**")

RE: Lease dated January 15, 1996 (as amended, extended, assigned and otherwise modified from time to time, the "**Lease**") between the Landlord and the Tenant, with respect to certain premises located on the main floor of building commonly known as "Sunterra Building" and located at 5005 Elbow Drive and 903 – 49th Avenue SW, Calgary, Alberta

AND RE: Letter dated December 29, 2025 (the "**Holdover Letter**"), delivered to the Tenant by the Landlord regarding tenancy continuing on a month-to-month basis

-
1. Each of the capitalized terms in this Notice has the same meaning as defined in the Lease unless the context otherwise requires or unless otherwise indicated herein.
 2. The Landlord acknowledges and agrees that pursuant to the Holdover Letter the Landlord consented to the Tenant continuing to occupy the Premises after the expiration of the then current term of the Lease, being December 31, 2025, on a month - to - month basis, all in accordance with Section 17.10 of the Lease (the "**Holdover Term**").



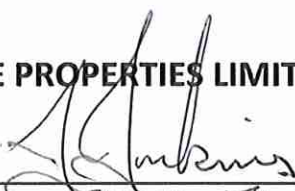
STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, AB
T2S 2T6

PHONE (403) 255-6753
"jenkins@jayjen.ca"

3. The Landlord hereby notifies the Tenant that the Holdover Term will expire on October 31, 2026 (the "**Expiry Date**") and that the Tenant shall deliver vacant possession of the Premises to the Landlord on the Expiry Date.
4. If the Tenant does not deliver vacant possession of the Premises to the Landlord on the Expiry Date, the Landlord reserves the right to take action for recovery of possession of the Premises, in accordance with Section 17.10 of the Lease.
5. If the Tenant wishes to schedule a walk-through of the Premises with the Landlord prior to the Expiry Date to confirm its restoration obligations under the Lease including, without limitation, as set out in the Section 13.2 of the Lease, it may do so by providing the Landlord not less than five (5) business days written notice.
6. Should the Landlord or any of its representatives have discussions with the Tenant after delivery of this Notice, such discussions will be without prejudice to all Landlord's rights under the Lease, at law and in equity.

Effective as of the date first written above.

STORE PROPERTIES LIMITED

PER: 

NAME: JAMES JENKINS

TITLE: PRESIDENT

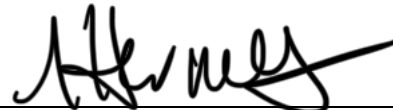
I have the authority to bind the Corporation

CERTIFICATE OF COMMISSIONER

I, Andrew Harmes, a partner with Goodmans LLP, of the City Toronto, in the Province of Ontario, do hereby certify that:

1. On October 27, 2026, I was present by video technology and did see the affiant, Arthur Price (the “**Affiant**”), swear and sign the Affidavit annexed hereto;
2. The Affiant showed me the front and back of his current government-issued photo identification and I have taken a screenshot of same;
3. I have compared the video image of the Affiant and information on the said photo identification, and believe it to be the same person and that the photo identification is valid and current;
4. Both the Affiant and I had a copy of the Affidavit, including all exhibits, before us while connected via video technology. The Affiant and I reviewed each page of our respective copy of the Affidavit, including the exhibits together, and verified that they are identical and have initialed each page in the lower right corner;
5. The Affidavit was sworn and signed by the Affiant at Springbank, in the Province of Alberta;
6. The steps taken by myself as Commissioner follows the process for remote commissioning of affidavits as set out in the Notice to the Profession & Public – Remote Commissioning, issued by the Court of King’s Bench of Alberta on March 25, 2020.

DATED on the 27th day of October, 2026 in the City of Toronto, in the Province of Ontario

A handwritten signature in black ink, appearing to read 'Andrew Harmes', written over a horizontal line.

ANDREW HARMES