

Lease

Between

Halifax Port Authority

-and-

Bedford Bay Limited

HPA Lease No. 474-H-518

Table of Contents

ARTICLE 1 - INTERPRETATION	5
1.01 Definitions	5
1.02 Number, Gender	8
1.03 Interpretation Not Affected by Headings	8
1.04 Currency	8
1.05 Conflicts.....	8
1.06 Schedules	8
ARTICLE 2 - DEMISE & TERM	8
2.01 Demise.....	8
2.02 Term.....	9
2.03 Measurement - <i>[Intentionally Deleted]</i> ;	9
2.04 Delay in Possession - <i>[Intentionally Deleted]</i> ;	9
2.05 Option to Renew - <i>[Intentionally Deleted]</i> ;	9
2.06 Holding Over - <i>[Intentionally Deleted]</i> ;	9
ARTICLE 3 - RENT	9
3.01 Net Rent.....	9
3.02 Base Rent.....	9
3.03 Yearly Adjustment to Base Rent — <i>[Intentionally Deleted]</i> ;	9
3.04 Additional Rent.....	10
3.05 Estimated Additional Rent.....	10
3.06 Other Payment of Additional Rent	10
3.07 Taxes & Other Expenses	11
3.08 Fixturing Period - <i>[Intentionally Deleted]</i> ;	11
3.09 Deposit - <i>[Intentionally Deleted]</i> ;	11
3.10 All Payments Constitute Rent.....	11
3.11 Automatic Debit/Pre-Authorized Payment.....	11
ARTICLE 4 - PURPOSE AND NAME	11
4.01 Purpose/Use of Premises	11
4.02 No Warranty	12
4.03 Name.....	12
ARTICLE 5 - PARKING - <i>[INTENTIONALLY DELETED]</i> ;	12
ARTICLE 6 - LESSEE'S OBLIGATIONS	12
6.01 Compliance with Laws	12
6.02 Nuisance	12
6.03 Signage & Art Work.....	12
6.04 Refuse & Storage.....	13
6.05 Significant Event	13
6.06 Snow and Ice Removal	13
6.07 Access by the Authority	13
6.08 Information to be Provided.....	13
6.09 Notice of Material Event	13

ARTICLE 7 - MAINTENANCE, REPAIRS & ALTERATIONS	14
7.01 Good Repair	14
7.02 Alteration by Lessee	14
7.03 Lessee Installation	15
7.04 Repair, Maintenance & Construction by Authority	16
7.05 Destruction of Lessee's Installations	16
ARTICLE 8 - LESSEE'S WORK & AUTHORITY'S WORK	16
8.01 Lessee's Work	16
8.02 Approval by Authority	16
8.03 Audit by Authority	17
8.04 Compliance With Laws	17
8.05 Authority's Work	17
ARTICLE 9 - COMMON AREA AND RULES AND REGULATIONS - [INTENTIONALLY DELETED];	17
ARTICLE 10 - INSURANCE, INDEMNITY & WAIVER	17
10.01 Lessee's Insurance	18
10.02 Policy Terms	18
10.03 Failure to Maintain Insurance	18
10.04 Authority's Insurance	18
10.05 Risk	19
10.06 Waiver	19
10.07 Indemnity in favour of Authority	20
ARTICLE 11 - ENVIRONMENTAL	20
11.01 Environmental Representations and Warranties	20
11.02 Condition of Premises	20
11.03 Use of Contaminants / Hazardous Materials	20
11.04 Baseline Environmental Reports	21
11.05 Compliance with Environmental Laws	21
11.06 Evidence of Compliance	21
11.07 Confidentiality of Environmental Reports	21
11.08 Records	21
11.09 Environmental Notices	22
11.10 Removal of Contaminants / Hazardous Materials	22
11.11 Ownership of Contaminants / Hazardous Materials	22
11.12 Environmental Indemnity	23
11.13 Survival of Lessee's Obligation	23
11.14 Environmental Audit	24
ARTICLE 12 - EVENTS OF DEFAULT	24
12.01 Default & Right to Re-Enter	25
12.02 Remedies	26
12.03 Distress	26
12.04 Costs	26

12.05 Remedies Cumulative.....	26
ARTICLE 13 - ASSIGNMENT & SUBLETTING.....	26
13.01 No Assignment or Subletting by the Lessee.....	26
13.02 Assignment by Authority.....	27
13.03 Change of Control	27
ARTICLE 14 - TERMINATION AND RELOCATION	27
14.01 Termination of Lease for Public Purpose.....	27
14.02 Termination of Lease Where No Development.....	28
14.03 Removal of Goods & Restoration of Premises.....	28
ARTICLE 15 - TITLE	28
15.01 Title.....	28
15.02 Title Claims	28
ARTICLE 16 - GUARANTEE — [INTENTIONALLY DELETED];.....	29
ARTICLE 17 - BERTHAGE — [INTENTIONALLY DELETED];.....	29
ARTICLE 18 - SPECIAL CONDITIONS — [INTENTIONALLY DELETED];.....	29
ARTICLE 19 - MISCELLANEOUS	29
19.01 Interest	29
19.02 Waiver or Forbearance	29
19.03 Separate Commercial Identities.....	29
19.04 Entire Agreement.....	29
19.05 Arbitration	30
19.06 Notices	30
19.07 Successors and Assigns	31
19.08 Further Assurance.....	31
19.09 Time.....	31
19.10 Applicable Law.....	31
19.11 Contra Proferentem.....	31
19.12 Force Majeure.....	31
19.13 Expense of Parties	32
19.14 Confidentiality.....	32
19.15 Consequential Damages	32
19.16 Counterpart.....	32
SCHEDULE "A" - PREMISES / PLAN	34
SCHEDULE "A1" - LEGAL DESCRIPTION.....	35
SCHEDULE "B" - AUTHORITY'S WORK & LESSEE'S WORK	37
SCHEDULE "C" - PERFORMANCE OF LESSEE'S WORK (IF APPLICABLE).....	38
SCHEDULE "D" - FORM OF EASEMENT AGREEMENT.....	40
SCHEDULE "E" - FORM OF QUIT CLAIM DEED	50

THIS LEASE AGREEMENT made in triplicate and effective as of the 10 day of OCTOBER 2018.

BETWEEN:

HALIFAX PORT AUTHORITY, a body corporate established pursuant to the *Canada Marine Act*, formerly known as Halifax Port Corporation, having its head office at 1215 Marginal Road, Ocean Terminals, P. O. Box 336, Halifax, Nova Scotia, B3J 2P6 (the "Authority")

- and -

BEDFORD BAY LIMITED, a body corporate, incorporated under the laws of the Province of Nova Scotia having a registered office at 607 Bedford Highway, Halifax, Nova Scotia, B3M 2L6 (the "Lessee")

WHEREAS agreement as set forth in this Lease has now been reached between the parties hereto;

NOW THEREFORE, THIS LEASE WITNESSES that in consideration of the rent hereinafter reserved and in consideration of, and upon and subject to the terms and conditions herein, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

"*Additional Rent*" has the meaning assigned in Section 3.04 hereof;

"*Authority*" means the Halifax Port Authority;

"*Authority's Activities*" has the meaning assigned in Section 7.04 hereof;

"*Authority's by-law*" or expression of like import means a by-law made by the Halifax Port Authority pursuant to the *Canada Marine Act*;

"*Authority's Insurance*" has the meaning assigned in Section 10.04 hereof;

"*Authority's Property*", "Property vested in the Authority" or expression of like import includes property vested in Her Majesty in right of Canada and under the management or control of the Authority and, in particular, but without restricting the generality of the foregoing, includes all structures, installations and alterations which, by reason of their existence as fixtures upon, under, in or over the Premises, become vested in Her Majesty in right of Canada by operation of law, it being expressly agreed that nothing in this Lease shall be construed as intending to preclude such operation of law as aforesaid;

"*Base Rent*" has the meaning assigned in Section 3.02 hereof;

"*Commencement Date*" means October 1, 2018 or such date agreed to by each Party;

"**Contaminants**" means any radioactive materials, asbestos materials, urea formaldehyde, hydrocarbon contaminants, underground or above-ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or Release into the Environment of which is now or hereafter prohibited, controlled, or regulated under Environmental Laws;

"**Environment**" includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill, and lands submerged under water), and water (including oceans, lakes, rivers, streams, groundwater, and surface water);

"**Environmental Laws**" means any and all statutes, laws, regulations, orders, by-laws, standards, guidelines, permits, and other lawful requirements of any federal, provincial, municipal, or other governmental authority having jurisdiction over the Premises now or hereafter in force with respect in any way to the Environment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity;

"**Event of Default**" has the meaning assigned in Section 12.01 hereof;

"**Force Majeure**" means an event, condition or circumstance beyond the reasonable control and without the fault or negligence of the Party claiming the Force Majeure, which, despite all reasonable efforts, timely taken, of the Party claiming the Force Majeure to prevent its occurrence or mitigate its effects, causes a delay or disruption in the performance of any obligation imposed on such Party hereunder. Provided that the foregoing conditions are met, "**Force Majeure**" may include, (a) lightning, storm, flood or other unusually severe weather conditions; (b) earthquake, landslide, explosion, fire or falling aircraft or other objects; (c) strikes and/or other work stoppages and/or slow-downs by hourly labour force; (d) acts of war (whether declared or undeclared), threat of war, mobilization or other unexpected call-ups of armed forces, actions of terrorists, blockade, riot, insurrection, civil commotion, public demonstrations, revolution, coup d'etat, sabotage, vandalism or acts of public enemies; (e) an order, directive or restraint issued or imposed by an authorized authority; and breakdown of public traffic, embargo, impossibility of obtaining or delay in obtaining equipment or transport (other than the transmission of power or the transportation of natural gas). "**Force Majeure**" shall not include lack of funds or other financial problems affecting the Party claiming Force Majeure. Notwithstanding the foregoing, the settlement of any strike, work stoppage or other labour dispute is entirely within the discretion of the Party concerned.

"**Hazardous Materials**" means any pollutant; hazardous substance; hazardous waste; medical waste; toxic substance; petroleum or petroleum-derived substance, waste or additive; asbestos; polychlorinated biphenyls; radioactive material; or other compound, element, material or substance in any form whatsoever (including products) regulated, restricted or addressed by or under any Environmental Laws;

"**Lease**" means this Lease and all attachments, exhibits, schedules and amendments hereto from time to time;

"**Lease Year**" means a period of one year calculated, in the first year of the Lease, from the Commencement Date, and thereafter, from the anniversary of the Commencement Date;

"**Lessee**" means Bedford Bay Limited;

"**Lessee's Installations**" has the meaning assigned in Section 7.03 hereof;

"**Lessee's Work**" has the meaning assigned in Section 8.01 hereof;

"**Material Adverse Effect**" means a material adverse effect on (a) the business, assets, operations, prospects or condition, financial or otherwise, of the Lessee; (b) the ability of the Lessee to perform any of its obligations under this Lease; or (c) the rights of or benefits available to the Authority under this Lease;

"**Party**" means either or both of the Lessee or the Authority as the context requires;

"**Petroleum Facilities**" has the meaning assigned in Section 7.03 hereof;

"**Premises**" means the portion of the property under the management of the Authority located at Bedford, in the Halifax Regional Municipality more particularly described in Schedule "A" hereto;

"**Realty Taxes**" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Authority which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the date hereof, and any such real property taxes levied or assessed against the Authority on account of its ownership of the Premises or its interest therein, but specifically excluding any taxes assessed upon the income of the Authority;

"**Release**" includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, or dumping;

"**Rent**" means all amounts payable by the Lessee to the Authority hereunder including, without limitation, Base Rent and Additional Rent;

"**Subsurface Facilities**" has the meaning assigned in Section 7.03 hereof; and

"**Term**" has the meaning assigned in Section 2.02 hereof.

1.02 Number, Gender

In this Lease, when the context so requires, the singular includes the plural, and *vice versa* and the masculine gender includes the feminine and neuter genders and the neuter gender includes the masculine and feminine genders.

1.03 Interpretation Not Affected by Headings

The division of this Lease into Articles, Sections, Clauses and other subdivisions, and the insertion of headings, are for convenience of reference only and shall not affect the construction of this Lease.

1.04 Currency

All references to amounts of money contained herein are in Canadian currency, unless otherwise specified.

1.05 Conflicts

If there is any conflict or inconsistency between a provision of the body of this Lease and that of a Schedule or any document delivered pursuant to this Lease, the provision of the body of this Lease shall prevail.

1.06 Schedules

The following schedules, attached hereto, form part of this Lease:

- Schedule "A" - Premises / Plan
- Schedule "A1" - Legal Description
- Schedule "B" - Authority's Work & Lessee's Work
- Schedule "C" - Performance of Lessee's Work (If Applicable)
- Schedule "D" - Form of Easement Agreement
- Schedule "E" - Form of Quit Claim Deed

ARTICLE 2 - DEMISE & TERM

2.01 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Authority hereby demises and leases to the Lessee, and the Lessee hereby rents from the Authority, the Premises, to have and to hold such demise for the term set out herein, yielding and paying therefor unto the Authority the Rent stipulated herein.

2.02 Term

This Lease shall commence on the Commencement Date and shall run for a period of forty (40) years, (the "Term") unless terminated earlier pursuant to the provisions of this Lease.

- 2.03 **Measurement** - [*Intentionally Deleted*];
- 2.04 **Delay in Possession** - [*Intentionally Deleted*];
- 2.05 **Option to Renew** - [*Intentionally Deleted*];
- 2.06 **Holding Over** - [*Intentionally Deleted*];

ARTICLE 3 - RENT

3.01 **Net Rent**

The Lessee covenants to pay Rent as provided in this Lease. It is the intention of the parties hereto that the Rent provided to be paid herein shall be net to the Authority and clear of all taxes, costs and charges arising from or relating to the Premises, and that the Lessee shall pay, as Additional Rent, all charges, impositions and expenses of every nature and kind relating to the Premises (except as otherwise specifically provided herein) in the manner hereinafter provided, and the Lessee covenants with the Authority accordingly.

3.02 **Base Rent**

The Lessee covenants and agrees to pay from and after the Commencement Date, to the Authority, at the executive office of the Authority, or to such other person or at such other location as the Authority shall direct by notice in writing, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement or set-off whatsoever, for each of the Lease Years One (1) through to Fifteen (15) inclusive, the rent in equal quarterly installments, in advance, commencing three (3) months after the Commencement Date, the sum of Twenty Nine Thousand Seven Hundred and Twenty Eight dollars (\$29,728.00) per annum plus HST.

3.03 **Yearly Adjustment to Base Rent** — [*Intentionally Deleted*];

3.04 **Additional Rent**

In addition to the Base Rent reserved in favour of the Authority, the Lessee shall, from the Commencement Date, during the currency of this Lease, pay to the Authority in the same manner as Base Rent or as otherwise provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, the following costs incurred in respect of and attributable to the Premises (the "Additional Rent"):

- (i) The Lessee is responsible during the Term for payment of Realty Taxes directly to the appropriate authority;
- (ii) Except as specifically provided herein, all other sums, amounts, costs, cost escalations and charges in respect of the Premises; and
- (iii) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Lessee.

3.05 Estimated Additional Rent

The Authority may estimate all or a portion of the Additional Rent to be paid in a particular calendar month, and the Authority may collect such estimated Additional Rent in advance, on the first day of each calendar month during the currency of this Lease. In the event that the Authority estimates all or a portion of the Additional Rent at any time during a calendar year, the Authority shall, within one hundred and twenty (120) days of such calendar year, provide the Lessee with a final accounting in respect of such estimated Additional Rent. If the Additional Rent was overestimated for such calendar year, the Authority shall reimburse the Lessee the difference between the actual Additional Rent and the estimated Additional Rent collected by the Authority. If the Additional Rent was underestimated for such calendar year, the Lessee shall, within fifteen (15) days of receiving the final accounting in respect of the Additional Rent, pay to the Authority, the difference between the estimated Additional Rent and the actual Additional Rent collected by the Authority.

3.06 Other Payment of Additional Rent

In the event that the Authority does not estimate all or a portion of the Additional Rent, the Authority shall invoice the Lessee for Additional Rent at such times as the Authority considers appropriate in its sole discretion, and the Lessee shall pay such invoices within thirty (30) days of the date of such invoice.

3.07 Taxes & Other Expenses

In each and every Lease Year, the Lessee shall pay, as Additional Rent, directly to the relevant authority, on or before they become due, and indemnify the Authority from and against payment of (including any interest or penalty in respect thereof), the following:

(i) every tax, license fee, rate, duty and assessment of every kind with respect to this Lease and the Premises and any business carried on by the Lessee on the Premises or by any Sublessee, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Lessee, its Sublessees, licensees, concessionaires or franchisees, or anyone else, including, without limitation, Harmonized Sales Tax, and all municipal property taxes; and

(ii) all charges, costs, accounts and any other sums payable by reason of the supply of utilities and services to the Premises;

and, if requested, the Lessee shall provide to the Authority, within sixty (60) days of the due date of all such amounts, evidence, satisfactory to the Authority, of full payment of all municipal property taxes.

The Lessee shall not contest any taxes for the Premises or appeal any assessments relating thereto without the Authority's prior written approval which consent may be arbitrarily withheld. If the Lessee obtains such approval, the Lessee shall deliver to the Authority such security for the payment of such taxes as the Authority deems advisable and the Lessee shall diligently prosecute any such appeal or contestation to a speedy resolution and shall keep the Authority informed of its progress in that regard from time to time. The Authority may contest

any taxes for the Premises and appeal any assessments related thereto and may withdraw any such contest or appeal or may agree with the relevant authorities on any settlement in respect thereof. The Lessee will co-operate with the Authority in respect of any such contest and appeal and shall provide to the Authority such information and execute such documents as the Authority requests to give full effect to the foregoing.

3.08 Fixturing Period - [Intentionally Deleted];

3.09 Deposit - [Intentionally Deleted];

3.10 All Payments Constitute Rent

All of the payments set out in this Lease, including the Base Rent and Additional Rent, shall constitute Rent, and shall be deemed to be and shall be paid as Rent, whether or not any payment is payable to the Authority or otherwise, and whether or not such amounts are paid as compensation to the Authority for expenses to which it has been put. The Authority has all the rights against the Lessee for default in payment of Additional Rent that it has against the Lessee for default in payment of Base Rent.

3.11 Automatic Debit/Pre-Authorized Payment

The Lessee agrees, at the Authority's option, in lieu of providing post-dated cheques, to permit the Authority or its bankers to automatically debit the Lessee's bank account on the first day of each calendar month by an amount representing the monthly Base Rent and estimated Additional Rent payable under this Lease. To give effect to this, the Lessee shall, within five (5) days of request by the Authority, sign whatever documents are required by the Authority from time to time to activate and maintain the automatic debiting procedure.

ARTICLE 4 - PURPOSE AND NAME

4.01 Purpose/Use of Premises

The Premises shall be used by the Lessee for the purpose of operating a marina and/or dock for the mooring of recreational pleasure crafts not exceeding sixty (60) feet in length, together with operations associated with a boating marina, saving and excepting boat or engine repair. The Premises shall be operated at the highest standards prevailing in the marine industry. The Lessee shall not use or permit the Premises to be used for any other purpose save with the written consent of the Authority, which consent may be arbitrarily withheld.

4.02 No Warranty

The Authority does not warrant the suitability of the Premises for the purposes set out in Section 4.01 hereof. The Lessee has investigated the suitability of the Premises for its purposes and accepts the Premises on an "as is" basis.

4.03 Name

The Lessee shall not carry on its operations on the Premises under any name other than Bedford Bay Limited without the prior written consent of the Authority.

ARTICLE 5 - PARKING - [INTENTIONALLY DELETED];

ARTICLE 6 - LESSEE'S OBLIGATIONS

6.01 Compliance with Laws

The Lessee shall, in all respects, comply with all federal, provincial and municipal laws, regulations, by-laws, ordinances, and rules in respect of this Lease, the Premises and the Lessee's operations thereon; including, for greater certainty, any regulations, by-laws or rules of the Authority, from time to time in force.

6.02 Nuisance

The Lessee shall not use or permit any part of the Premises to be used in such a manner as to cause a nuisance. Notwithstanding the generality of the foregoing:

- (a) The Lessee shall conduct its operations on the Premises so as to not cause excessive odours, noise, dust, wake or other nuisance as determined in the sole discretion of the Authority.
- (b) All pleasure craft stored on the Premises shall be in good repair, and the Lessee shall not keep or permit others to keep derelict boats on the Premises.
- (c) The Lessee will conduct its business in the Premises in a manner consistent with the best interests of the Shore Drive community
- (d) The Lessee shall not commit or permit any acts or omissions which in the sole discretion of the Authority damages the reputation or negatively impacts the public perception of the Authority.

6.03 Signage & Art Work

No signage or exterior art work shall be erected, affixed, applied or painted on the Premises without the express written consent of the Authority. This Section 6.03 shall not apply to the sign currently installed on the property as of the date hereof.

6.04 Refuse & Storage

The Lessee shall be responsible, at its sole risk and expense for the removal of refuse from the Premises on a regular basis, and shall not permit refuse or debris to accumulate on the Premises or to be stored on the Premises in an unsightly, unsafe or unsanitary manner. The

Lessee shall not stockpile, store or accumulate, outside, uncovered or in an unsightly, unsafe or unsanitary manner, any material on the Premises.

6.05 Significant Event

Upon the Lessee becoming aware of the happening of any event (whether occurring on the Premises or otherwise), which could reasonably be expected to cause a threat to the health or safety of any person, a threat of loss or damage to any property of any person (including without limitation, property of the Lessee or the Authority), damage to the reputation of the Authority or the Lessee, or negative public perception of the Authority or the Lessee, the Lessee shall immediately contact the Authority's 24 hour security station, and provide details of such event to the operator thereof.

6.06 Snow and Ice Removal

The Lessee shall be responsible at its sole cost to maintain the Premises and keep free and clear of snow and ice, to the full extent of the Lessee's requirements.

6.07 Access by the Authority

The Authority shall have full and free access at all times to the Premises for all purposes consistent with the Lessee's rights hereunder, and in particular, but without restricting the generality of the foregoing, for the purpose of examining the condition of the Premises and of any building, structure, installation, fixture or works thereon or alteration thereto.

Upon execution of this Lease or at such other time as agreed to by the Authority in writing, the Lessee shall grant to the Authority and its employees, agents, contractors and invitees an easement in the nature of a right of way in perpetuity for the purpose of access by persons and vehicles from Shore Drive to the Premises over property currently owned by the Lessee and identified as 65 Shore Drive, Bedford, Nova Scotia, PID 00431064 and/or 79 Shore Drive, Bedford, Nova Scotia, PID 40372906 in such location as acceptable to the Authority. The easement shall be in the form attached hereto as Schedule "D" and shall be registered on title to the properties identified therein by the Authority.

6.08 Information to be Provided

The Lessee shall furnish to the Authority promptly, following any request therefor, such information regarding the operations, business, affairs and financial condition of the Lessee as the Authority may reasonably request.

6.09 Notice of Material Event

The Lessee shall furnish to the Authority, written notice, within five (5) business days of the happening or commencement of the following in respect to the Premises:

- (i) the occurrence of any Event of Default;

- (ii) the filing or commencement of any action, suit or proceeding by or before any court, tribunal, administrative body or arbitrator in Canada or elsewhere against or affecting the Lessee that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;
- (iii) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect;
- (iv) any loss, damage to or destruction of any property of the Lessee having a book value or a market value (whichever is greater) in excess of twenty-five thousand dollars (\$25,000);
- (v) any loss, damage to or destruction of any part of the Premises in excess of ten thousand dollars (\$10,000);
- (vi) any material change in the operations of the Lessee on the Premises;
- (vii) any material change in the materials or commodities stored or processed on the Premises; or
- (viii) any material change in (including lapse, expiration or termination of) any insurance policy held by the Lessee.

Each such notice shall be accompanied by a statement of the President or Secretary or a duly authorized officer of the Lessee setting forth the details of the event requiring such notice and any action taken or proposed to be taken with respect thereto.

ARTICLE 7 - MAINTENANCE, REPAIRS & ALTERATIONS

7.01 Good Repair

The Lessee shall, at the Lessee's own expense, keep the Premises (including all plumbing, electrical, mechanical, air conditioning, and heating systems and all other fixtures) in good order, condition and repair.

7.02 Alteration by Lessee

No structure, installation, fixture or alteration shall at any time be constructed, erected or made upon or to the Premises by the Lessee without the express written consent of the Authority, which consent can be arbitrarily withheld. The Lessee shall provide to the Authority all plans, specifications, designs, and drawings in writing for the Authority's review and consent.

7.03 Lessee Installation

The Lessee covenants and agrees with the Authority that all structures, installations, fixtures, works and/or alterations built, erected, or installed on the Premises by or for the Lessee (the "Lessee's Installations") shall, unless some other provision of this Lease explicitly states

otherwise, be built, erected or installed at the Lessee's own risk and expense; and, without restricting the generality of the foregoing, the Lessee further covenants that:

(i) any of the Lessee's Installations which constitute a drain, sewer, pipeline of any nature, culvert or other subsurface structure, work or installation (the "Subsurface Facilities") shall be so constructed and installed as to be capable of withstanding all strains imposed thereon, in particular, but without restricting the generality of the foregoing, any strain which might be imposed by the passage, loading or unloading of trucks or railway engines or railway cars;

(ii) there shall be made such extensions, alterations and/or relocations in, to and/or of the Subsurface Facilities as may at any time or times be ordered by the Authority whether such extensions, alterations and/or relocations are ordered by reason of the condition of the Subsurface Facilities or by reason of any repairs, extensions, alterations, improvements or new constructions to be effected in respect of any Authority's Property; and in the event of the failure of the Lessee to comply forthwith with any such order, the Authority may effect such extensions, alterations and/or relocations of the Subsurface Facilities at the Lessee's sole risk and expense;

(iii) insofar as the Lessee's Installations include any petroleum tank or petroleum-products tank (the "Petroleum Facilities"), there shall be erected around such Petroleum Facilities a dike, embankment, or concrete wall satisfactory to the Authority and sufficient to retain petroleum or petroleum products of volume equal to that of the largest tank, except for tanks containing crude oil or other liquids with similar boilover characteristics, in which case the net volumetric capacity of the dike, embankment or concrete wall shall be 150% of the capacity of the largest tank;

(iv) insofar as any of the Lessee's Installations are used or intended to be used for the storage or handling of inflammable and/or combustible liquids, such Lessee installations shall be constructed, installed, made and maintained in accordance with the regulations of the National Fire Protection Association (International) for the installation of containers for storing or handling inflammable and/or combustible liquids; and

(v) insofar as any of the Lessee's Installations pass under or in any way affect any railway trackage, such Lessee's Installations shall be constructed, installed, made and maintained so as to conform with the standards and requirements of all federal, provincial, and municipal laws, regulations, guidelines and rules in respect of railway trackage.

7.04 Repair, Maintenance & Construction by Authority

(i) Should the Authority, in the Authority's sole discretion, consider it advisable on any ground that there be effected, at the Authority's expense, any construction, reconstruction, repair or improvement in respect of any Authority's Property (including all or any portion or portions of the Premises), then the Authority shall have access to and/or may take temporary possession of the Premises (notwithstanding such right of possession, if any, as the Lessee may have under other provisions of this Lease) to such

extent as the Authority may consider such access and/or possession desirable for the convenient execution of such work by the Authority and whether or not such work is itself concerned with the Premises (the "Authority's Activities"), and the Lessee shall possess no claim against the Authority for any damage or financial loss of any nature which may ensue directly or indirectly from the Authority's Activities; and such Authority's Activities shall be deemed to not constitute an interference with the Lessee's possession of the Premises and shall be deemed to not constitute an eviction of the Lessee.

(ii) The Lessee shall be entitled to a proportionate rebate of Rent to the extent that any Authority's Activities deprives the Lessee of possession of any portion of the Premises for a continuous period in excess of ten (10) consecutive days.

7.05 Destruction of Lessee's Installations

Without in any manner restricting or affecting the generality or application of Section 7.01, it is hereby expressly provided that if any Lessee's Installation be at any time destroyed or partially destroyed, the Lessee shall, within the period of six (6) months after such destruction, rebuild the same at the Lessee's own risk and expense and in a manner satisfactory to the Authority.

ARTICLE 8 - LESSEE'S WORK & AUTHORITY'S WORK

8.01 Lessee's Work

The Lessee shall, at its sole risk and expense, construct and install such fixtures, equipment and improvements in the Premises as the Lessee may require for the purposes of its operations on the Premises, including, without limitation, such elevators, heating and air conditioning systems, systems for the distribution of electricity, water and other utilities and services, service areas, entrances, and other modifications to the Premises as may be required by the Lessee (the "Lessee's Work") as more particularly described in Schedule "B", if applicable.

8.02 Approval by Authority

The Lessee's Work shall be undertaken by contractors approved by the Authority and shall be completed in a workmanlike manner. All plans, specifications, designs, and drawings in respect of the Lessee's Work shall be presented by the Lessee to the Authority for the Authority's review prior to the commencement of the Lessee's Work, and the Lessee's Work shall not commence until the Authority has reviewed and consented to such plans, specifications, designs, and drawings in writing.

8.03 Audit by Authority

The Authority shall be entitled to retain, at the sole expense of the Lessee, such engineers, surveyors and other experts as it deems appropriate to review, audit and confirm that the Lessee's Work is in compliance with the plans, specifications, designs, and drawings submitted to the Authority, and with all legal and other requirements.

8.04 Compliance With Laws

In designing and undertaking the Lessee's Work, the Lessee shall, in all respects, comply with all current federal, provincial and municipal laws, regulations, by-laws, ordinances, and rules applicable to the Lessee's Work, and such Lessee's Work shall, for greater certainty, be carried out in compliance at such time.

8.05 Authority's Work

The Authority's Work shall be as described in Schedule "B" if applicable.

ARTICLE 9 - COMMON AREA AND RULES AND REGULATIONS - [INTENTIONALLY DELETED];

ARTICLE 10 - INSURANCE, INDEMNITY & WAIVER

10.01 Lessee's Insurance

The Lessee shall, throughout the Term, at its own cost and expense, take out and keep in full force and effect and in the names of the Lessee, the Authority and Her Majesty in right of Canada, as their respective interests may appear (evidenced by a Certificate of Insurance), the following insurance:

- (i) all-risk insurance upon property of every description and kind owned by the Lessee or for which the Lessee is legally liable (including, without limitation, signs and plate glass) and which is located on the Premises in an amount of not less than the full replacement cost thereof;
- (ii) broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in the amount of not less than the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air conditioning equipment and miscellaneous electrical apparatus owned or operated by the Lessee or by others (other than the Authority) on behalf of the Lessee in the Premises;
- (iii) business interruption insurance in such amounts as will reimburse the Lessee for direct or indirect loss of earnings attributable to all perils insured against by the Lessee hereunder;
- (iv) comprehensive general liability insurance and marine operator's liability (including, without limitation, public liability and property damage insurance including personal injury liability, Lessee legal liability, contractual liability and owners' protective insurance coverage with respect to the Premises and the Lessee's use thereof and the Lessee's use of the Common Areas). Such policies shall be written on a comprehensive basis with inclusive limits of not less than five million dollars (\$5,000,000.00) or such higher limits as the Authority may reasonably require from time to time with provisions for severability of interest and cross-liability;

- (v) builder's all risk insurance during the performance of the Lessee's Work in an amount sufficient to cover the full value of the Lessee's Work; and
- (vi) such other form of insurance as the Authority may reasonably require from time to time in form, in amounts and for risks against which a prudent Lessee would insure.

10.02 Policy Terms

All policies required to be written on behalf of the Lessee pursuant to this Article shall contain a waiver of any subrogation rights which the Lessee's insurers may have against the Authority and Her Majesty in right of Canada and against those for whom the Authority is in law responsible, whether any such damage is caused by the act, omission or negligence of the Authority or those for whom the Authority is in law responsible. All policies shall have deductibles not greater than three percent (3%) of the amount insured and will be primary and not call into contribution or be in excess of any other insurance available to the Authority or any additional insureds. All policies shall be taken out with insurers acceptable to the Authority and shall be in a form satisfactory from time to time to the Authority. The Lessee agrees that certificates of insurance or if required by the Authority, certified copies of each such insurance policy, will be delivered to the Authority within thirty (30) days after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Authority in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof.

10.03 Failure to Maintain Insurance

The Lessee agrees that if it fails to take out or keep in force any insurance referred to in this Article, or should any such insurance not be approved by the Authority, and should the Lessee not rectify this situation immediately, the Authority has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Lessee and all outlays by the Authority shall be immediately paid by the Lessee to the Authority as Additional Rent without prejudice to any other rights or remedies of the Authority under this Lease.

10.04 Authority's Insurance

The Authority shall have the option (but not the obligation) of taking out and maintaining insurance (the "Authority's Insurance") for the account and benefit of the Authority on the Authority's interest in the Premises on an all risks basis and for the full replacement cost of the Premises in such form and on such terms as a prudent property owner would consider appropriate. But such insurance shall not affect the obligation of the Lessee to maintain insurance as provided herein.

10.05 Risk

All buildings, structures, installations, fixtures, materials, supplies, articles, effects, property and things at any time erected, brought, placed or being on the Premises shall be entirely at the risk of the Lessee in respect of loss, damage, destruction or accident from whatever cause arising.

10.06 Waiver

The Lessee shall make no claim or demand against Her Majesty in right of Canada, the Authority, its successors and assigns, its officers, directors, employees or agents for any injury, including injury resulting in death, loss or damage to persons or property of any kind suffered or sustained by the Lessee, its officers, directors, employees or agents or by any other person which is based upon, arises out of or is connected with this Lease, the Premises or the Lessee's use or occupation of the Premises. The Lessee hereby waives, as against Her Majesty in right of Canada, the Authority, its successors and assigns, its officers, directors, employees and agents, all such claims or demands.

10.07 Indemnity in favour of Authority

The Lessee shall indemnify and save harmless Her Majesty in right of Canada, the Authority, its successors and assigns, its officers, directors, employees and agents from and against any and all liabilities, damages, costs, counsel and/or legal fees, expenses, causes of action, actions, claims, suits and judgments which Her Majesty in right of Canada, the Authority, its successors and assigns, its officers, directors, employees or agents may incur or suffer or be put to by reason of or in connection with or arising from:

- (i) any breach, violation or non-performance by the Lessee of any covenant, condition or term set forth in this Lease or any misrepresentation made by the Lessee to the Authority;
- (ii) any damage to property of the Authority or any other person including, without limiting the generality of the foregoing, any sublessee, licensee, invitee, and any persons claiming through or under the Lessee or any sublessee, licensee, invitee or any of them, or damage to any other property, occasioned by or in connection with the condition, use, occupation or maintenance of the Premises by the Lessee or otherwise arising out of the operations of the Lessee;
- (iii) any injury to any person, including death, resulting at any time therefrom, occurring on or about the Premises or resulting from the use or occupation of the Premises by the Lessee, a sublessee or licensee, or the operations of the Lessee, a sublessee or licensee;
- (iv) any act or omission of the Lessee, its sublessee, licensees, invitees, assignees, agents, contractors, servants and employees; or
- (v) any damage to the Premises occurring during the currency of this Lease.

Notwithstanding any other provision of this Lease, the waiver and indemnification provided for in this Article shall survive any termination of this Lease (whether by effluxion of time or otherwise).

ARTICLE 11 - ENVIRONMENTAL

11.01 Environmental Representations and Warranties

The Lessee represents and warrants to the Authority, and acknowledges that the Authority is relying on such representations and warranties in entering into this Lease, that as of the date of this Lease:

- (i) except as disclosed to the Authority in writing, the Lessee is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order, or any other order or proceeding under any Environmental Laws; and
- (ii) except as disclosed to and approved in writing by the Authority, the Lessee's operations on the Premises will not involve the sale, storage, manufacture, disposal, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants / Hazardous Materials.

11.02 Condition of Premises

The Lessee acknowledges and agrees that the Authority has made no representations or warranties with respect to the environmental condition of the Premises and is leasing the Premises to the Lessee under this Lease on an "as is, where is" basis with respect to its environmental condition.

11.03 Use of Contaminants / Hazardous Materials

The Lessee shall not use or permit to be used, any part of the Premises for the sale, storage, manufacture, disposal, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants / Hazardous Materials, without the prior written consent of the Authority, which consent may be unreasonably and arbitrarily withheld. In no event shall the Lessee dispose of, handle, treat, or Release a Contaminant / Hazardous Materials in a manner that, in whole or in part, causes the Premises or any adjacent property to become a contaminated site under Environmental Laws.

11.04 Baseline Environmental Reports

The Lessee shall promptly on execution of this Lease at its expense engage an independent and qualified environmental consultant to perform a baseline environmental site assessment of the Premises (the "Baseline Report"). The Lessee shall provide a copy of the Baseline Report to the Authority promptly after it is delivered to the Lessee. Nothing in this Section shall diminish any of the Lessee's obligations under Article 11. The baseline report has been completed by Strum Consulting, dated August 1, 2017, Project # 17-6065.

11.05 Compliance with Environmental Laws

The Lessee shall promptly and strictly comply, and cause any person for whom it is in law responsible (including, without limitation, its officers, directors, employees, agents, contractors and sub-contractors) to comply with all Environmental Laws regarding the use and occupancy of the Premises under or pursuant to this Lease including, without limitation, obtaining all required permits or other authorizations.

11.06 Evidence of Compliance

The Lessee shall promptly provide to the Authority, a copy of any environmental site assessment, audit, or report relating to the Premises conducted by or for the Lessee at any time before, during, or after the currency of this Lease. The Lessee shall, at its own risk and expense, upon the Authority's request from time to time, obtain from an independent environmental consultant approved by the Authority, an environmental site assessment of the Premises or an environmental audit of the operations at the Premises, which shall include any additional investigations as the environmental consultant may recommend. The Lessee shall, at the Authority's request from time to time, provide the Authority with a certificate of the President or Secretary of the Lessee certifying that the Lessee is in compliance with all Environmental Laws and that no adverse environmental occurrences have taken place at the Premises, other than as disclosed in writing to the Authority.

11.07 Confidentiality of Environmental Reports

The Lessee shall maintain all environmental site assessments, audits, and reports relating to the Premises in strict confidence and shall not disclose their terms or existence to any third party except as required by law, or with the prior written consent of the Authority, which consent may be unreasonably and arbitrarily withheld.

11.08 Records

The Lessee shall maintain at its registered office, all environmental and operating documents and records, including permits, licenses, orders, approvals, certificates, authorizations, registrations, and other such records relating to the operations at the Premises, which may be reviewed by the Authority at any time during the currency of this Lease.

11.09 Environmental Notices

The Lessee shall promptly notify the Authority in writing of:

- (i) any Release of a Contaminant / Hazardous Material or any other occurrence or condition at the Premises or any adjacent property which could subject the Lessee, the Authority, or the Premises to any fines, penalties, orders, or proceedings under Environmental Laws;
- (ii) any charge, order, investigation, or notice of violation or non-compliance issued against the Lessee or relating to the operations at the Premises under any Environmental Laws; and

(iii) any notice, claim, action, or other proceeding by any third party against the Lessee or in respect of the Premises concerning the Release or alleged Release of Contaminants / Hazardous Materials at or from the Premises.

The Lessee shall notify the appropriate regulatory authorities of any Release of any Contaminants / Hazardous Materials at or from the Premises in accordance with Environmental Laws; and failure by the Lessee to do so shall authorize, but not obligate, the Authority to notify such regulatory authorities.

11.10 Removal of Contaminants / Hazardous Materials

Upon the expiry or termination of this Lease, or at any time if requested by the Authority or required by any governmental authority pursuant to Environmental Laws, the Lessee shall, promptly and at its own cost and in accordance with Environmental Laws, remove from the Premises any and all Contaminants / Hazardous Materials, and remediate any contamination of the Premises exceeding that identified in the Baseline Report or any adjacent property resulting from Contaminants / Hazardous Materials, in either case brought onto, used at, or Released from the Premises by the Lessee or any person for whom it is in law responsible. The Lessee shall provide to the Authority, full information with respect to any remedial work performed pursuant to this Section and shall comply with the Authority's reasonable requirements with respect to such work. The Lessee agrees that if the Authority reasonably determines that the Authority, its property, its reputation, or the Premises is placed in any jeopardy by the requirement for any such remedial work, the Authority may, but shall be under no obligation to, undertake such work or any part thereof itself at the sole expense of the Lessee.

11.11 Ownership of Contaminants / Hazardous Materials

Notwithstanding any rule of law to the contrary, any Contaminants / Hazardous Materials or leasehold improvements or goods containing Contaminants / Hazardous Materials brought onto, used at, or Released from the Premises by the Lessee or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Lessee and shall not become the property of the Authority, notwithstanding the degree of their affixation to the Premises and notwithstanding the expiry or termination of this Lease. This Section supersedes any other provision of this Lease to the contrary.

11.12 Environmental Indemnity

The Lessee shall indemnify and save harmless Her Majesty in right of Canada, the Authority, its successors and assigns, its directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties, and expenses whatsoever (including without limitation the full amount of all legal and consultants' fees and expenses and the costs of removal, treatment, storage, and disposal of Contaminants / Hazardous Materials and remediation of the Premises and any adjacent property) which may be paid by, incurred by, or asserted against Her Majesty in right of Canada, the Authority, its successors and assigns, its directors, officers, employees, agents during or after the currency of this Lease, arising from or in connection with any breach of or non-compliance with the provisions of this Article by the Lessee or arising from or in connection with:

(i) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws; or

(ii) any Release or alleged Release of any Contaminants / Hazardous Materials at or from the Premises into the Environment,

related to or arising as a result of the use and occupation of the Premises by the Lessee or those for whom it is in law responsible or any act or omission of the Lessee or any person for whom it is in law responsible.

11.13 Survival of Lessee's Obligation

The obligations of the Lessee under this Article (including without limitation the Lessee's indemnity, its obligation to remove and remediate Contaminants / Hazardous Materials, and its covenant of confidentiality) shall survive the expiry or termination of this Lease.

11.14 Environmental Audit

The Authority may, at any time, during or after the Term:

(i) require the Lessee to cause an environmental audit of the Premises to be carried out; and;

(ii) enter the Premises for the purpose of causing an environmental audit of the Premises and/or the Common Areas to be carried out, and in connection with such audit, the Authority may:

- (a) conduct tests and environmental assessments or appraisals;
- (b) remove samples from the Premises;
- (c) examine and make copies of any relevant documents or records relating to the Premises; and
- (d) interview the Lessee's employees.

The scope and breadth of any such environmental audit shall be determined by the Authority in its sole Discretion. The resulting environmental audit report shall be addressed to both the Authority and the Lessee and copies given to both. The Lessee shall be responsible for the cost of any such audit and shall pay such cost to the Authority within thirty (30) days following receipt of an invoice from the Authority on account of such costs. If any audit reveals any breach by the Lessee of its obligations in this Lease, the Lessee shall immediately take such steps as are necessary so as to rectify such breach.

ARTICLE 12 - EVENTS OF DEFAULT

12.01 Default & Right to Re-Enter

Any of the following events constitutes an event of default under this Lease (an "Event of Default"):

- (i) any Rent due is not paid within five (5) days of the day on which such amount is due and payable;
- (ii) the Lessee has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section, after notice in writing from the Authority to the Lessee:
 - (a) the Lessee fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (b) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Lessee fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (iii) the Lessee becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Lessee's existence or the liquidation of its assets;
- (iv) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Lessee;
- (v) the Lessee makes a sale in bulk of all or substantially all of its assets, other than in conjunction with an assignment or sublease of all or a portion of the Premises Sublease approved by the Authority;
- (vi) any of the Lessee's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (vii) the Lessee makes an assignment or sublease of all or a portion of the Premises, other than in compliance with the provisions of this Lease;
- (viii) the Lessee abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Authority;
- (ix) any representation or warranty made by the Lessee to the Authority under this Lease is found to have been false as of the date of this Lease and/or as of the Commencement Date;

- (x) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase); or
- (xi) the Lessee defaults under any other lease or agreement it has with the Authority.

12.02 Remedies

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

- (i) to terminate this Lease by notice to the Lessee or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the sole expense and risk of the Lessee or sell or dispose of such property in such manner as the Authority sees fit without notice to the Lessee. If the Authority enters the Premises without notice to the Lessee as to whether it is terminating this Lease under this Clause or proceeding under Clause 12.01(i) or any other provision of this Lease, the Authority shall be deemed to be proceeding under Clause 12.01(ii), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Authority notifies the Lessee that it has elected to terminate this Lease. No entry by the Authority during the currency of this Lease shall have the effect of terminating this Lease without written notice to that effect to the Lessee;
- (ii) to enter the Premises as agent of the Lessee to do any or all of the following: (i) relet the Premises for whatever length and on such terms as the Authority, in its discretion, may determine, and to receive the rent therefor; (ii) take possession of any property of the Lessee on the Premises, store such property at the expense and risk of the Lessee, and sell or otherwise dispose of such property in such manner as the Authority sees fit without notice to the Lessee; (iii) make alterations to the Premises to facilitate their reletting; and (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Authority with respect to any such reletting or sale, second, to the payment of any indebtedness of the Lessee to the Authority other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Authority and applied to payment of future Rent as it becomes due and payable, provided that the Lessee shall remain liable for any deficiency to the Authority;
- (iii) to remedy or attempt to remedy any Event of Default for the account of the Lessee and to enter upon the Premises for such purposes. No notice of the Authority's intention to remedy or attempt to remedy such Event of Default need be given to the Lessee unless expressly required by this Lease, and the Authority shall not be liable to the Lessee for any loss, injury or damage caused by acts of the Authority in remedying or attempting to remedy such Event of Default, and the Lessee shall pay to the Authority all expenses incurred by the Authority in connection therewith;
- (iv) to recover from the Lessee all damages, costs and expenses incurred by the Authority as a result of any Event of Default including, if the Authority terminates this

Lease, any deficiency between those amounts which would have been payable by the Lessee for the portion of the Term (or the Extended Term as the case may be) following such termination and the net amounts actually received by the Authority during such period of time with respect to the Premises; and

(v) to recover from the Lessee the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable.

12.03 Distress

Notwithstanding any provision of this Lease or any provision of any applicable law, none of the goods, chattels or property of the Lessee on the Premises at any time during the currency of this Lease shall be exempt from levy by distress for Rent in arrears, and the Lessee waives any such exemption. If the Authority makes any claim against the goods and chattels of the Lessee by way of distress, this provision may be pleaded as an estoppel against the Lessee in any action brought to test the right of the Authority to levy such distress.

12.04 Costs

The Lessee shall pay to the Authority all damages, costs and expenses (including, without limitation, all legal fees on a solicitor-and-client basis) incurred by the Authority in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Lessee under this Lease, or in respect of which the Lessee has agreed to insure or to indemnify the Authority.

12.05 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Authority may, upon the happening of an Event of Default, and from time to time thereafter, resort to any or all of the rights and remedies available to it by any provision of this Lease, by statute, or by common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Authority by statute or common law.

ARTICLE 13 - ASSIGNMENT & SUBLETTING

13.01 No Assignment or Subletting by the Lessee

The Lessee shall not assign or sublet all or any part of the Premises or grant any licence, privilege, easement or other right in any manner affecting the Premises save with the express written consent of the Authority and upon such terms and conditions as may be stipulated by the Authority, in its sole discretion. No consent to any assignment or sublet shall relieve the Lessee from its obligation to pay rent and to perform all of the covenants, terms and conditions herein contained.

For greater certainty, the Lessee shall be permitted to enter into an easement with Halifax Regional Water Commission over the area identified as Parcel SE-1A as shown on the Plan of Survey of Lots 1 to 6 Inclusive and Parcel SD-1 Subdivision of Lands Conveyed to Bedford Bay Limited prepared by Servant, Dunbrack, McKenzie & MacDonald Ltd. on December 15, 2017 at the sole cost of tenant.

Notwithstanding anything else herein contained, the Tenant shall not be required to obtain the consent of the Landlord (but in each case shall provide the Landlord with prior written notice of the transfer) in the case of any transfer to a body corporate which is affiliated with the Lessee and is wholly controlled by the principals of the Lessee.

13.02 Assignment by Authority

In the event of the sale, transfer or lease by the Authority of its interest in the Premises or any part or parts thereof, and in conjunction therewith the assignment by the Authority of this Lease or any interest of the Authority herein, the Authority shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

13.03 Change of Control

The Lessee shall require permission from the Authority prior to any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Lessee or any other corporation which would result in any change in the effective direct or indirect control of the Lessee. The Lessee shall make available to the Authority or to its lawful representatives such books and records for inspection at all reasonable times in order to ascertain whether there has, in effect, been a change in control.

ARTICLE 14 - TERMINATION AND RELOCATION

14.01 Termination of Lease for Public Purpose

If public purposes (which public purposes shall be deemed to include any purpose arising in connection with the management by the Authority of Halifax Harbour or any other public work concerned therewith and also any matter arising in connection with any project or operation of the Authority or any other Federal authority or of any Provincial or municipal authority), shall, in the Authority's sole opinion, necessitate the cancellation of this Lease in respect of all or any portion of the Premises, the Authority may effect such cancellation upon ninety (90) days' written notice to the Lessee, in which event the Authority shall pay to the Lessee the fair value of all Lessee's fixtures (except Lessee's fixtures, which the Authority directs in writing shall be removed by the Lessee at the Lessee's expense) constructed or erected by the Lessee at the Lessee's expense upon that portion of the Premises covered by such notice and still situate thereon at the time of the giving of such notice, such fair value to be determined by the Authority. In the event of a dispute over the fair market value of such lessee's fixtures, the matter shall be settled by arbitration hereunder.

14.02 Termination of Lease Where No Development

If the Lessee does not commence use of the Premises for the purposes set out in Article 4.01 within ten (10) years following the Commencement Date, the Authority may terminate the Lease upon thirty (30) days' written notice to the Lessee. If the Authority exercises this termination right, all Rent shall be apportioned and paid to the termination date, and this Lease will be fully and completely ended.

14.03 Removal of Goods & Restoration of Premises

(i) As from the date of termination (by effluxion of time or otherwise) hereof, this Lease shall absolutely cease and determine without re-entry or any other act or legal proceedings, and the Lessee shall, upon such termination, immediately and at the Lessee's own expense, remove from the Premises any and all property of the Lessee and all Lessee's Installations (including fixtures which have become vested in the Authority by reason of their nature as fixtures) and the Lessee shall restore the Premises to as good order and condition as prevailed immediately prior to the commencement of the Lease, and in the event of the failure of the Lessee to do so with reasonable expedition, of which the Authority shall be the sole judge, the Authority may effect such removal and restoration at the Lessee's own risk and expense (but in such latter event any property removed as aforesaid shall not vest in the Lessee); but the Lessee shall not by reason of any action taken or things performed or required under this Clause be entitled to any compensation, reimbursement or indemnity whatsoever.

(ii) Notwithstanding Clause (i) directly above, the Authority may, by written notice or notices given to the Lessee at a date or dates before, or within a reasonable time after, the termination referred to in Clause (i) directly above, require the Lessee to leave upon the Premises any or all Lessee's Installations which would otherwise be required to be removed under Clause (i) directly above, and in such event any Lessee's Installations required to be so left shall remain or become vested in the Authority; and the Lessee shall not by reason of any action taken or things performed or required under this Section be entitled to any compensation, reimbursement or indemnity whatsoever.

ARTICLE 15 - TITLE

15.01 Title

The Lessee shall have no recourse against the Authority or against Her Majesty in right of Canada should the title of the Authority or of Her Majesty in right of Canada prove to be defective in respect of the Premises or should this Lease prove ineffective by reason of any defect in such title.

15.02 Title Claims

The Lessee acknowledges and agrees that Her Majesty in right of Canada is the legal and beneficial owner in fee simple in possession of all the Premises and further undertakes and agrees not to make any claim or take any proceedings against the Authority or against Her

Majesty in right of Canada with respect to title of the Authority or of Her Majesty in right of Canada in respect of the Premises. Concurrently with the execution of this Lease, the Lessee shall be required to execute the quit claim deed in the form as attached hereto as Schedule "D" in favour of Her Majesty in right of Canada whereby the Lessee grants, releases and quits claim to Her Majesty in right of Canada all the estate, right, title, interest and demand whatsoever both in law and in equity however, and whether in possession or expectancy, of the Lessee to the Leased Premises.

ARTICLE 16 - GUARANTEE — *[INTENTIONALLY DELETED]*;

ARTICLE 17 - BERTHAGE — *[INTENTIONALLY DELETED]*;

ARTICLE 18 – SPECIAL CONDITIONS – *[INTENTIONALLY DELETED]*;

ARTICLE 19- MISCELLANEOUS

19.01 Interest

If the Lessee fails to pay, when due, any amount owing to the Authority hereunder, including, without limiting the generality of the foregoing, Rent, such unpaid amounts shall bear interest at the rate of eighteen percent (18%) per annum, calculated monthly.

19.02 Waiver or Forbearance

No waiver by the Authority of any breach by the Lessee of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by the Authority to seek a remedy for any breach by the Lessee be a waiver by the Authority of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Authority shall not be deemed a waiver of any preceding breach by the Lessee of any term, covenant or condition of this Lease regardless of the Authority's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Lessee to the Authority hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Lessee waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

19.03 Separate Commercial Identities

This Lease does not create and shall not be interpreted as creating any partnership or joint venture among the parties, or any joint liability under the law of any jurisdiction.

19.04 Entire Agreement

This Lease constitutes the entire agreement between the Authority and the Lessee with respect to the matters contained herein. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by

reference herein, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

19.05 Arbitration

If any question, difference or dispute shall arise between the parties hereto in respect of any matter arising under this Lease, the resolution of which is not otherwise provided for herein, such dispute shall be determined by a single arbitrator if the parties can agree on such arbitrator. Otherwise three arbitrators, to be named as follows, shall decide the matter:

- (i) the party on one side of the dispute shall name an arbitrator and give notice thereof to the party on the other side of the dispute;
- (ii) the party on the other side of the dispute shall, within fourteen (14) days of receipt of the notice, name an arbitrator; and
- (iii) the two arbitrators so named shall, within fourteen (14) days of the naming of the latter of them, select a third arbitrator.

The arbitration shall be conducted in accordance with the provisions of the *Commercial Arbitration Act* (Nova Scotia), and the decision of the arbitrator or a majority of the arbitrators, as the case may be, shall be conclusive and binding upon the parties. The decision of the majority of the arbitrators shall be made within thirty (30) days after the selection of the later of them. The allocation of the costs of the arbitration between the parties shall form part of the decision of the arbitrators. If either party fails to appoint an arbitrator within the time limited, or fails to proceed with the arbitration, the arbitrator named may decide the issue.

19.06 Notices

- (i) Any notice which the Authority may desire to serve upon the Lessee or the Guarantors in connection with this Lease shall be sufficiently served if posted, couriered or faxed to the Lessee, addressed to the Lessee's last known address or if left at the said address. A notice sent by post or courier shall be deemed to be given at the time when in due course of post or courier it would be delivered at the address to which it is sent. A notice left at the Lessee's last known address shall be deemed to be given on the date on which it was left.
- (ii) Any notice which the Lessee may desire to serve upon the Authority in connection with this Lease shall be sufficiently served if posted, couriered or faxed to the Authority addressed to the President and Chief Executive Officer of the Authority at the Authority's executive offices or if left at such executive offices. A notice sent by post or courier shall be deemed to be given at the time when in due course of post or courier it would be delivered at the address to which it is sent. A notice left at the Authority's Executive Office shall be deemed to be given on the date on which it was left.

19.07 Successors and Assigns

This Lease shall be binding upon the parties hereto and their respective successors and permitted assigns, and shall enure to the benefit of the parties hereto, their respective successors and permitted assigns. If the Lessee constitutes two or more legal persons, then the terms and the conditions of this Lease shall be binding upon and enforceable by or against such persons jointly and severally.

19.08 Further Assurance

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Lease, except to the extent that doing any such acts and things and executing and delivering any such further documents would impose any liability or obligation on a Party beyond the liabilities and obligations set forth in this Lease.

19.09 Time

Time shall be of the essence of this Lease.

19.10 Applicable Law

This Lease shall be construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and the parties attorn to the exclusive jurisdiction of the Courts of Nova Scotia and if applicable, the Federal Court of Canada.

19.11 Contra Proferentem

The rule of contractual interpretation known as "contra proferentem" shall not apply in the interpretation or construction of this Lease. For greater certainty, in interpreting this Lease, it shall be irrelevant which party drafted any particular provision thereof.

19.12 Force Majeure

If by reason of an event of Force Majeure, a Party is not reasonably able to fulfill an obligation in accordance with the terms of this Lease, then such Party shall:

- (i) Forthwith Notify the other Party of such Force Majeure, or orally so notify such other Party (confirmed in writing), which Notice (and any written confirmation of an oral notice) shall provide reasonably full particulars of such Force Majeure;
- (ii) be relieved from fulfilling such obligation or obligations during the continuance of such Force Majeure but only to the extent of the inability to perform so caused, from and after the occurrence of such Force Majeure;
- (iii) employ all reasonable means to reduce the consequences of such Force Majeure, including the expenditure of funds that it would not otherwise have been required to expend, if the amount of such expenditure is not unreasonable in the circumstances

existing at such time, and provided further that the foregoing shall not be construed as requiring a Party to accede to the demands of its opponents in any strike, lockout or other labour disturbance;

(iv) as soon as reasonably possible after such Force Majeure, fulfil or resume fulfilling its obligations hereunder;

(v) provide the other Party with prompt Notice of the cessation or partial cessation of such Force Majeure; and

(vi) not be responsible or liable to the other Party for any loss or damage that the other Party may suffer or incur as a result of such Force Majeure.

19.13 Expense of Parties

Except as otherwise set out herein, each Party shall bear all expenses incurred by it in connection with this Lease, including the charges of its counsel, accountants and financial advisors.

19.14 Confidentiality

The Parties shall keep this Lease and the terms hereof in strict confidence and shall not disclose such information to any third party other than to such Party's professional advisors and other than as required by law (and then only to the extent necessary).

19.15 Consequential Damages

Notwithstanding anything to the contrary in this Lease, in no event shall the Lessee be liable to the Authority, nor shall the Authority be liable to the Lessee, for consequential, incidental, special, indirect or punitive damages, including decline in market capitalization, increased cost of capital or borrowing, or lost revenues or profits, for any reason with respect to any matter arising out of or relating to this Lease, whether based on statute, contract, tort, property or otherwise, and whether or not arising from the relevant Party's sole, joint or concurrent negligence, strict liability or other fault.

19.16 Counterpart

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. The parties agree that this Agreement may be transmitted by facsimile and/or by email and that the reproduction of signatures by facsimile and/or email will be treated as binding as if originals

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF the parties hereto have executed and delivered this Lease as of the date first written above by causing their officers, duly authorized in that regard, to set their hands hereto and their respective corporate seals to be affixed in the presence of the said officers.

EXECUTED in the presence of:

[Redacted]

Witness

[Redacted]

Witness

Witness

HALIFAX PORT AUTHORITY

[Redacted]

President & Chief Executive Officer

(C/S)

[Redacted]

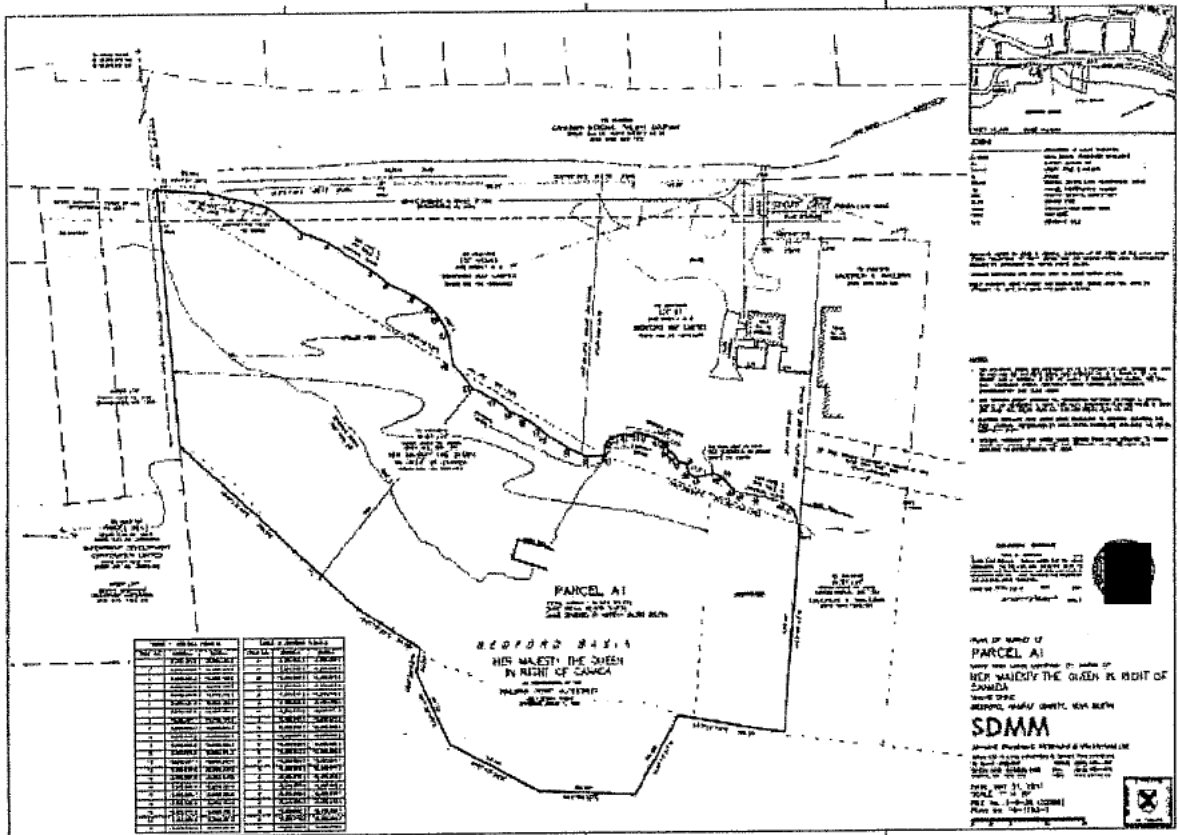
Title:

(I / We have the authority to bind the Company)

(C/S)

SCHEDULE "A" - PREMISES / PLAN

The Premises comprises of forty five thousand eight hundred (45,800) square feet of land and eighty eight thousand seven hundred (88,700) square feet of land covered by water located in the Bedford Basin in the Halifax Regional Municipality, identified as Parcel A 1 on the Plan below.



SCHEDULE "B" - AUTHORITY'S WORK & LESSEE'S WORK

Authority's Work: *(If Applicable)*

The Premises is leased on an "as-is" and "where-is" condition.

Lessee's Work: *(If Applicable)*

The Premises shall be turned over to the Lessee on a strictly "as-is, where-is" basis with all work being completed by the Lessee subject to the prior written permission of the Authority.

The Lessee's Work will be completed at the sole expense of the Lessee and includes, but is not limited to, building permits, work permits, materials, equipment and fixtures which are not specified as the Authority's Work but which are required to complete the Premises in accordance with architectural, structural, mechanical and electrical plans and specifications. All drawings shall be stamped by professional architects/engineers licensed to practice in the Province of Nova Scotia and shall meet the applicable requirements of all regulatory authorities having jurisdiction with respect thereto.

All plans, specifications, designs, and drawings in respect of the Lessee's Work shall be presented by the Lessee to the Authority for review and/or modification by the Authority acting reasonably. The Lessee's Work and any changes shall not commence prior to receiving written permission from the Authority. The Lessee's work shall be carried out by contractors of their choice in a timely, professional manner and in compliance with all applicable by-laws and regulations.

(Remainder of page intentionally left blank)

SCHEDULE "C" - PERFORMANCE OF LESSEE'S WORK (IF APPLICABLE)

The Lessee shall secure all approvals and permits, in its name, required for the Lessee's Work from the authorities having jurisdiction and shall submit to the Authority proof of such approvals and permits having been obtained prior to commencing any Lessee's Work. The Lessee's Work shall otherwise be carried out in accordance with the following provisions:

- (a) work shall be done as expeditiously as possible with first-class new materials;
- (b) work shall be done in compliance with such reasonable rules and regulations as the Authority or its agents may make including, but not limited to, rules and regulations regarding:
 - (i) time and place of deliveries;
 - (ii) hours of work and scheduling and coordination of work;
 - (iii) material and equipment handling, including hoisting facilities;
 - (iv) material and equipment storage;
 - (v) automobile and truck access and parking;
 - (vi) electricity, heat and water availability;
 - (vii) clean up and toilet facilities;
 - (viii) garbage and refuse storage and removal;
 - (ix) hoarding; and
 - (x) security.
- (c) work shall be done in such manner as will not interfere unreasonably with the work being done by the Authority in respect of the Premises;
- (d) work shall be subject to the reasonable supervision of the Authority or its agents or contractors;
- (e) work shall be done at the sole risk and expense of the Lessee;
- (f) work shall be done so as not to increase the premiums payable in respect of insurance or Taxes included in the Lease, provided if such premiums or Taxes payable are increased, the Lessee shall pay to the Authority the amount of any increase that is directly attributable to the Lessee's Work;
- (g) the Lessee shall maintain the Premises in a reasonably clean and orderly state, shall be responsible for removing from the premises all excess material and garbage resulting from its work and shall store or remove all combustible or contaminants at the end of each shift to the Authority's satisfaction; and
- (h) objectionable odours from the Premises shall, at the Lessee's expense, be exhausted in such a manner so that they do not escape into the common areas or other Lessees' premises and so that they do not short circuit into any fresh air vents. Such exhaust vents shall be located on the side of the building at a point approved by the Authority.

The Authority reserves the right, in its sole discretion, to enter upon the Premises to inspect the Lessee's Work from time to time and any Lessee's Work that is not in accordance with plans, specifications, information and revisions delivered to and approved by the Authority or that is not otherwise in accordance with the requirements of the authorities having jurisdiction and that has not been removed or corrected forthwith after demand, may be removed or corrected by the Authority at the expense of the Lessee.

(Remainder of page intentionally left blank)

SCHEDULE "D" – FORM OF EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT dated the ____ day of _____, 2018.

BETWEEN:

BEDFORD BAY LIMITED
(the "Grantor")

OF THE FIRST PART

- and -

HALIFAX PORT AUTHORITY
(the "Grantee")

OF THE SECOND PART

WHEREAS:

1. The Grantor is the owner of PID 00431064 and 40372906 shown on Schedule "A" attached hereto (the "Grantor Property");
2. The Grantee is the owner of PID 40018079 shown on Schedule "B" attached hereto (the "Grantee Property");
3. The Grantee has requested from the Grantor an access easement to ensure access from the Grantee Property over and across the Grantor's Property to Shore Drive over a portion of the Grantor's lands more particularly identified as ● on the sketch attached hereto as Schedule "C" (the "Access Easement Area"); and
4. The Grantor has agreed to grant to the Grantee an access easement over and across the Access Easement Area on the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the covenants and agreements herein set out and provided for, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. The Grantor does hereby grants to the Grantee a free, uninterrupted, unobstructed and perpetual access easement and right-of-way over the Access Easement Area in favour of the Grantee, its servants, employees, licensees, lessees, representatives and members of the public, for the passage and repassage of motor vehicles and pedestrians over the

Access Easement Area for the purpose of access to an egress from the Grantee's Property to Shore Drive (the "Easement").

2. The Grantee covenants and agrees with the Grantor that:
 - (a) the Grantee will keep the Access Easement Area clean and free of any waste, garbage or other objectionable materials; and
 - (b) the Grantee will not do, suffer or permit any waste or damage to the Access Easement Area.
3. All notices given or required to be given under this Agreement shall be in writing and addressed to the parties as provided below, or to any other address as either party may designate, from time to time, by proper notice under this paragraph. Any notice shall be deemed given when received by the intended party, whether personally served or sent by registered or certified mail, return receipt requested.
 - (a) Grantor:

Bedford Bay Limited
607 Bedford Highway
Halifax, NS B3M 2L6
 - (b) Grantee:

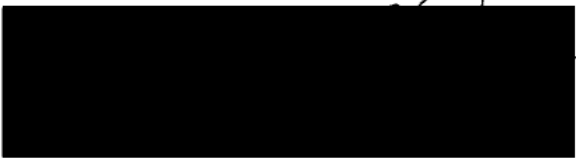
Halifax Port Authority
PO Box 336
Halifax, NS B3J 2P6
4. The Grantee will have no obligation to repair or maintain the Access Easement Area, provided that should the Grantee wish to do so, it shall be entitled to repair or maintain the Access Easement Area, including the installation of any road or driveway across the Access Easement Area, at the sole cost and expense of the Grantee.
5. The term of this Agreement shall be for as long a period as the Grantee, its successors and assigns or future owners or occupiers of the Grantee Property may desire to exercise the rights hereunder. The Grantee shall be entitled to terminate this Agreement upon written notice to the Grantor.
6. The parties covenant and agree to execute and deliver such further and other documentation and assurances that may be necessary to give effect to the intention of the parties.
7. If any part of this Agreement shall be void or unlawful for any reason whatsoever, such part shall be severable from this Agreement without affecting or derogating from the validity and enforceability of the remainder thereof.

8. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
9. The rights of the Grantee and its successors and assigns pursuant to this Agreement shall be of the same force and effect as a covenant running with the Grantor Property and shall be appurtenant to the Grantee Property.
10. All Schedules to this Agreement are incorporated in and made a part of this Agreement by reference.

(Signature page to follow)

IN WITNESS WHEREOF the parties hereto have set their hands, this 10 day of October, 2018.

SIGNED and DELIVERED
in the presence of:



BEDFORD BAY LIMITED



Per: _____

Name: _____

Title: _____

HALIFAX PORT AUTHORITY

Per: _____

Name: _____

Title: _____

Witness

Per: _____

Name: _____

Title: _____

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

AFFIDAVIT

I, Monte Snow, of Halifax, Nova Scotia, make oath and say that:

1. I am the President of Bedford Bay Limited, the "Corporation" and have a personal knowledge of the matters herein deposed to.
2. I executed the foregoing instrument for and on behalf of the Corporation.
3. I am authorized to execute the foregoing instrument on behalf of the Corporation and thereby bind the Corporation.
4. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s. 79(1)(a) of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
5. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
6. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

SWORN TO at Halifax, in the County of)
Halifax, Province of Nova Scotia, this ____)
day of _____, 2018, before me:)
)
)
)
_____)
A Barrister of the Supreme Court)
of Nova Scotia)

I CERTIFY that on this ____ day of _____, 2018, Bedford Bay Limited, one of the parties hereto, caused the foregoing indenture to be executed on its behalf by Monte Snow, its duly authorized President in my presence and that I signed as a witness to such execution.

A Barrister of the Supreme Court
of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

AFFIDAVIT

I, _____, of Halifax, Nova Scotia, make oath and say that:

1. I am the _____ of the Halifax Port Authority, the "Corporation" and have a personal knowledge of the matters herein deposed to.
2. I executed the foregoing instrument for and on behalf of the Corporation.
3. I am authorized to execute the foregoing instrument on behalf of the Corporation and thereby bind the Corporation.
4. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s. 79(1)(a) of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
5. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).

SWORN TO at Halifax, in the County of)
Halifax, Province of Nova Scotia, this ____)
day of _____, 2018, before me:)
)
)
_____)
A Barrister of the Supreme Court)
of Nova Scotia)

I CERTIFY that on this ____ day of _____, 2018, Halifax Port Authority, one of the parties hereto, caused the foregoing indenture to be executed on its behalf by _____, its duly authorized _____ in my presence and that I signed as a witness to such execution.

A Barrister of the Supreme Court
of Nova Scotia

SCHEDULE "A"
GRANTOR PROPERTY

PID 00431064

Being all those certain lots, pieces or parcels of land situate, lying and being in Almon and Mackintoshs Division of Property, formerly owned by Andrew Hefler, at Bedford in the County of Halifax and described as follows:

Commencing on the northwest shore of Bedford Basin at the south angle of Lot No. 67 of said Division;

Thence running north 40 degrees west 3 chains and 50 links more or less to Low Street, extending along the southeast side of Inter-Colonial Railway property;

Thence southwesterly by the southeast line of said Low Street 400 feet more or less to the southwest line of what was formerly known as the Hefler property or to the shore of said Basin;

Thence northeasterly by the shore at high water mark to the place of beginning.

Being Lots 65 and 66 in said Almon and Mackintoshs Division.

Subject to the right at any time to enter upon the said lands for the purpose of laying down and constructing sewers, drains and pipes for water and gas and conduits in, under and upon the said lands, and of keeping and maintaining the same at all times in good condition and repair and for every such purpose the Municipality shall have access to the said lands at all times by its servants, employees, workmen and agents as shown on the plan attached to Expropriation No. 2031.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

PID 40372906

Being all that certain parcel or tract of land and premises situate, lying and being at Bedford, in the County of Halifax being Lot No. 67 in Almon and Mackintoshs Subdivision of the Hefler property described as follows:

Beginning on the shore of Bedford Basin at the eastern corner of Lot No. 66;

Thence to run along the northeastern boundary of said Lot No. 66, 200 feet more or less to Low Street;

Thence northeasterly along Low Street 185 feet more or less to the property of Andrew Heffler;

Thence southeasterly along the southwestern boundary of Andrew Heffler property 240 feet

more or less to the shore of Bedford Basin;

Thence southwesterly following the said shore to the place of beginning.

Saving and excepting lands expropriated for road purposes as shown on the plan attached as Expropriation No. 1496.

Subject to the right at any time to enter upon the said lands for the purpose of laying down and constructing sewers, drains and pipes for water and gas and conduits in, under and upon the said lands, and of keeping and maintaining the same at all times in good condition and repair and for every such purpose the Municipality shall have access to the said lands at all times by its servants, employees, workmen and agents as shown on the plan attached to Expropriation No. 2031.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

SCHEDULE "B"
GRANTEE PROPERTY

PID 40018079

The lot of land covered with water, acres, situate lying and being in the County of Halifax and bounded as follows: BEGINNING at an iron bolt in the rock on the west shore of Bedford Basin at the south east corner of lands of F.M. Guildford and at the distance of seventy-five (75) feet southerly from the south west corner of a water lot granted to A. Heffler, thence southerly by the said shore at high water mark four hundred and fifty (450) feet, more or less to a point where it is intersected by the right of way of the Canadian National Railways, thence south forty degrees east two hundred (200) feet, thence northerly parallel to the said shore four hundred and fifty (450) feet, more or less, to a point in the prolongation easterly of the division line between the lands of said F.M. Guildford and Peter R. Jack, thence North forty degrees west two hundred (200) feet to the place of beginning. The same being the water lot granted to Peter R. Jack by the Province of Nova Scotia and recorded in the Registry of Deeds office in Halifax aforesaid in Book number 8 at page 293. The same having been granted without recourse to the Government or Legislature. The said grant having been made on the 5th day of March A.D. 1920.

SCHEDULE "C"
ACCESS EASEMENT AREA

SCHEDULE "E" – FORM OF QUIT CLAIM DEED

THIS QUIT CLAIM DEED effective as of the 10 day of OCTOBER, 2018.

BETWEEN:

BEDFORD BAY LIMITED

(hereinafter called the "Grantor")

OF THE FIRST PART

- and -

HALIFAX PORT AUTHORITY

(hereinafter called the "Grantee")

OF THE OTHER PART

WHEREAS the Grantor and Grantee have entered into a lease with respect to the lands described in Schedule "A" hereto annexed;

AND WHEREAS pursuant to the terms of the lease, the Grantor agreed to execute this quit claim deed for the benefit of the Grantee;

WITNESSETH that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the Grantor does hereby grant, release and quit claim to the Grantee in the manner described above all the estate, right, title, interest and demand whatsoever both in law and in equity however, and whether in possession or expectancy, of the Grantor to the lands described in Schedule "A" hereto annexed.

THE GRANTOR hereby consents to this disposition pursuant to the *Matrimonial Property Act* of Nova Scotia.

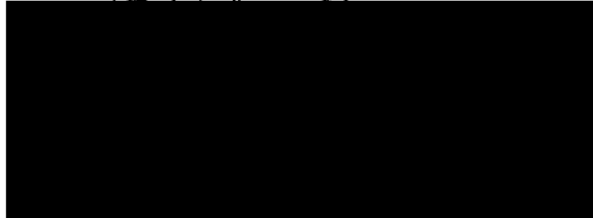
IN THIS QUIT CLAIM DEED the singular includes the plural and the masculine gender includes the feminine and neuter genders with the intent that this Quit Claim Deed shall be read with all appropriate changes of number and gender.

[signature page to follow]

IN WITNESS WHEREOF the Grantor has duly executed these presents the day and year first above written.

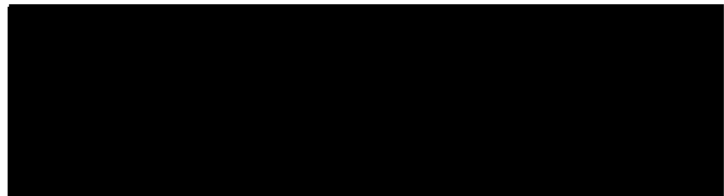
SIGNED, SEALED and DELIVERED)
in the presence of:)

BEDFORD BAY LIMITED



PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS 10th day of OCTOBER A.D., 2018, before me, the subscriber, personally came and appeared CALIXTA J. DOUCET a subscribing witness to the within Conveyance, who, having been by me duly sworn, made oath and said that Bedford Bay Limited, one of the parties thereto, by its required number of officers, caused the same to be executed in its name and on its behalf by its proper officers duly authorized in that behalf, in his/her presence.



CALIXTA J. DOUCET
A Commissioner of the Supreme
Court of Nova Scotia
My Commission Expires June 22/21

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

AFFIDAVIT

I, Monte Snow, of Halifax, Nova Scotia, make oath and say that:

- 7. I am the President of Bedford Bay Limited, the "Corporation" and have a personal knowledge of the matters herein deposed to.
- 8. I executed the foregoing instrument for and on behalf of the Corporation.
- 9. I am authorized to execute the foregoing instrument on behalf of the Corporation and thereby bind the Corporation.
- 10. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s. 79(1)(a) of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
- 11. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
- 12. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

SWORN TO at Halifax, in the County of)
Halifax, Province of Nova Scotia, this)
10th day of OCTOBER, 2018, before me:)

[Redacted signature area]

[Redacted signature area with handwritten scribble above]

SHARLA L. DOUGLASS
[Redacted signature area]

Schedule "A"

PID 40018079

The lot of land covered with water, acres, situate lying and being in the County of Halifax and bounded as follows: BEGINNING at an iron bolt in the rock on the west shore of Bedford Basin at the south east corner of lands of F.M. Guildford and at the distance of seventy-five (75) feet southerly from the south west corner of a water lot granted to A. Heffler, thence southerly by the said shore at high water mark four hundred and fifty (450) feet, more or less to a point where it is intersected by the right of way of the Canadian National Railways, thence south forty degrees east two hundred (200) feet, thence northerly parallel to the said shore four hundred and fifty (450) feet, more or less, to a point in the prolongation easterly of the division line between the lands of said F.M. Guildford and Peter R. Jack, thence North forty degrees west two hundred (200) feet to the place of beginning. The same being the water lot granted to Peter R. Jack by the Province of Nova Scotia and recorded in the Registry of Deeds office in Halifax aforesaid in Book number 8 at page 293. The same having been granted without recourse to the Government or Legislature. The said grant having been made on the 5th day of March A.D. 1920.

SCHEDULE "A1" - LEGAL DESCRIPTION

PARCEL A1

**BEDFORD BASIN
BEDFORD, HALIFAX COUNTY, NOVA SCOTIA**

ALL that parcel of land situated southeast of Shore Drive in Bedford, County of Halifax, Province of Nova Scotia shown as Parcel A1 on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-1792-1 titled "Plan of Survey of Parcel A1, Land and Land Covered by Water of Her Majesty the Queen in Right of Canada, certified by Carl K. Harden, N.S.L.S. on May 31, 2017.

Parcel A1 being more particularly described as follows:

BEGINNING at the intersection of the existing Ordinary High Water Mark on the northwestern side of Bedford Basin with the southwestern boundary of a water lot conveyed to Lauchlin H. MacLean by indenture recorded at the Halifax County Land Registration Office in Book 5655, Page 552.

THENCE South 63 degrees 38 minutes 23 seconds East, 170.00 feet, along the southwestern boundary of said water lot to a point thereon;

THENCE South 31 degrees 22 minutes 12 seconds West, 89.00 feet;

THENCE South 38 degrees 10 minutes 57 seconds East, 74.00 feet;

THENCE South 24 degrees 54 minutes 07 seconds West, 80.00 feet;

THENCE South 50 degrees 19 minutes 34 seconds West, 82.00 feet;

THENCE South 87 degrees 33 minutes 40 seconds West, 65.00 feet;

THENCE North 58 degrees 25 minutes 43 seconds West, 20.00 feet;

THENCE South 54 degrees 15 minutes 22 seconds West, 61.00 feet;

THENCE South 64 degrees 13 minutes 43 seconds West, 200.00 feet to the northern boundary of Parcel WL-2, lands conveyed to Waterfront Development Corporation Limited by indenture recorded at the Halifax County Land Registration Office in Book 6361, Page 618 and Document No. 106558100;

THENCE North 73 degrees 16 minutes 50 seconds West, 210.00 feet, along the northern boundary of Parcel WL-2, to its' intersection with the original Ordinary High Water Mark of Bedford Basin as shown on said Plan No. 14-1792-1;

THENCE northeasterly, along the original Ordinary High Water Mark on the northwestern side of Bedford Basin, 456 feet, more or less, to its' intersection with the existing Ordinary High Water Mark of Bedford Basin; said intersection being North 52 degrees 43 minutes 53 seconds

East, 431.49 feet from the last mentioned point on the original Ordinary High Water Mark of Bedford Basin;

THENCE northeasterly, along the existing Ordinary High Water Mark on the northwestern side of Bedford Basin, 212 feet, more or less, to the place of beginning; said place of beginning being North 41 degrees 50 minutes 54 seconds East, 171.48 feet from the last mentioned point on the existing Ordinary High Water Mark of Bedford Basin;

CONTAINING an area of 134, 500 square feet, more or less.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

THE above described Parcel A1 being a portion of Bedford Basin, Lands of Her Majesty the Queen in Right of Canada as represented by the Halifax Port Authority.

Carl K. Harden, N.S.L.S.
May 31, 2017