

AGRICULTURAL LEASE

THIS LEASE dated as of the 1st day of March, 2024,

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Site C Properties, 12th Floor - 333 Dunsmuir Street,
Vancouver, BC V6B 5R3

(the “**Landlord**”)

AND:

LEGAL NAME/CORPORATION
Address

(the “**Tenant**”)

BACKGROUND

- A. The Landlord is the registered and beneficial owner of the Lands in the Peace Area Assessment District, British Columbia and legally described in Schedule 2 hereto (the “**Lands**”); and
- B. The Landlord has agreed to lease those portions of the Lands shown outlined in bold and hatched on the plan attached as Schedule 3 hereto (the “**Premises**”) to the Tenant on the terms and conditions set out below.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

PART 1 - DEFINITIONS

- 1.1 **Definitions.** In this Lease, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 1 attached hereto.

PART 2 - DEMISE AND TERM

- 2.1 **Demise.** The Landlord leases the Premises to the Tenant for the Term, and the Tenant leases the Premises from the Landlord for the Term, subject to the terms of this Lease and subject to the Permitted Encumbrances.
- 2.2 **Term.** The Tenant will have and hold the Premises, subject to the exceptions and reservation set out above, for the Term.

PART 3 - RENT

- 3.1 **Rent.** During the Term, the Tenant will pay rent in the amount of \$__ per year (“**Rent**”) plus

applicable Goods and Services Tax, in advance on the first day of each calendar year. The Tenant agrees that it will not have the right to deduct or set off from the Rent any amounts that may be owed by the Landlord to the Tenant under this Lease.

- 3.2 Payment of Taxes.** The Tenant will pay all Taxes attributable to the Premises within 30 days after receipt of the Landlord's statement for them, provided that if the assessment or taxing authority issues a separate assessment for the Premises, at the Landlord's request the Tenant will pay the full amount of the Taxes levied against that assessment directly to the taxing authorities responsible for collection of the Taxes before the date on which such Taxes are due and the Tenant will provide proof of such payment to the Landlord. Alternatively, at the Landlord's option, the Landlord may estimate the Taxes for any one year period of the Term and the Tenant will pay to the Landlord monthly in advance on the first day of each calendar month an amount equal to 1/12th of such estimate. Within 90 days of the end of each such year, the Landlord will deliver to the Tenant a statement of the actual Taxes and any excess payment by the Tenant will be reimbursed to the Tenant or credited by the Landlord against the next installment of Rent and any shortfall will be paid to the Landlord by the Tenant within 30 days.
- 3.3 Tenant Taxes.** The Tenant will pay as they fall due all Tenant Taxes to the extent that such Tenant Taxes are not included in the Taxes already paid by the Tenant pursuant to this Lease. The Landlord will have the same rights and remedies for non-payment of any Tenant Taxes as it has for non-payment of Basic Rent and Additional Rent and upon request by the Landlord, the Tenant will deliver to the Landlord receipts for payment of all such Tenant Taxes.
- 3.4 Good and Services Tax.** The Tenant will pay to the Landlord GST in accordance with the applicable legislation at the same time as the amounts to which such GST apply are payable to the Landlord under the terms of this Lease. The Landlord will provide the Tenant with its GST registration number. Notwithstanding any other section of this Lease, the amount payable by the Tenant under this clause will be deemed not to be Rent, but the Landlord will have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.
- 3.5 Rent for Irregular Periods.** Notwithstanding paragraph 3.1, if the first or last month of the Term is not a full calendar month, Basic Rent and Additional Rent for that partial month will be calculated and paid on a proportionate basis.

PART 4 - USE OF PREMISES AND TENANT COVENANTS

- 4.1 Permitted Use.** The Tenant will use the Premises solely for the Permitted Purposes and the Tenant will not use the Premises or permit them to be used for any other purpose without the Landlord's consent which can be withheld in the Landlord's absolute discretion.
- 4.2 Tenant Covenants.** The Tenant covenants and agrees as follows:
- (a) to operate its business on the Premises in a good, efficient and business-like manner in the best interests of the Premises, and in compliance with all laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now in force or hereafter in force, and in compliance with the rules and regulations of the Landlord established from time to time;

- (b) that it accepts the Premises on an “as is where is” basis; that the Landlord has not made any representations or warranties regarding the condition of the Premises, or the suitability or zoning of the Premises for the Tenant’s intended use; that prior to taking possession of the Premises, the Tenant did, or was given the opportunity to, perform such investigations of the Premises as it considered appropriate; and that the Tenant is satisfied with the zoning, condition (including environmental condition) and the suitability of the Premises;
- (c) at its sole cost and expense, to keep the Premises in a clean, orderly and sanitary condition and keep the Premises free of noxious weeds, all in accordance with standards that are acceptable to the Landlord. If the Landlord is required to clean or perform any other work on the Premises because the Tenant has failed to meet its obligations, the Tenant will reimburse the Landlord the costs incurred by the Landlord as soon as the Landlord demands reimbursement;
- (d) not to do anything which may result in annoyance, nuisance, grievance, damage or disturbance to occupiers or owners of any other lands or premises or to the holders of any registered easement, right-of-way, or other encumbrance charging the whole or part of the Lands;
- (e) to permit the Landlord at any time and from time to time to enter and to have its authorized agents, employees and contractors enter the Premises for the purpose of inspection and the Tenant will provide free and unimpeded access for the purpose and will not be entitled to compensation for any inconvenience, nuisance, or discomfort caused thereby, but the Landlord in exercising its rights hereunder will proceed to the extent reasonably possible so as to minimize interference with the Tenant’s use and enjoyment of the Premises;
- (f) to pay 100 hundred percent (100%) of all utility costs and other costs directly attributable to the Premise;
- (g) to pay directly to the supplier when due, all charges for any of the above-mentioned utilities separately metered and invoiced for the Premises, and to arrange with all suppliers of utilities to have the invoices sent directly to the Tenant; further the Tenant agrees when requested to provide to the Landlord copies of all received invoices for utilities;
- (h) not to commit or permit to be committed waste upon the Premises or do or permit to be done anything which may be a nuisance at law or in the Landlord's opinion, or that may increase the hazard of fire or liability of any kind at the Premises;
- (i) not to permit any debris, garbage, trash or refuse to be placed or left on the Premises, but to deposit same in the areas and in the manner as designated by the Landlord from time to time; should there be any costs for the removal of said items, whether charged by the municipality or otherwise, the Tenant will pay for such cost;
- (j) to keep all drains and ditches on the Premises clear of obstructions and in good functioning order at all times;

- (k) to comply with all municipal, provincial and federal bylaws, laws, regulations and other requirements applicable to the Tenant's use and occupation of the Premises, including but not limited to the *Weed Control Act*;
- (l) not to alter, improve or renovate any part of the Premises (other than placing fencing along the boundaries, and moveable grain bins), nor change any lock in the Premises, unless the Landlord has first given its written approval for that work. The Tenant will provide the Landlord with any plans, specifications or other information that the Landlord may reasonably require in connection with the Tenant's request for approval. The Tenant agrees that all Leasehold Improvements will be the property of the Tenant;
- (m) manage the Premises in a good and proper manner and engage in good husbandry practices;
- (n) not impoverish, depreciate or injure the soil or diminish the value of the Premises;
- (o) not cut or permit to be cut any timber or trees on the Premises except with the prior written consent of the Landlord;
- (p) cultivate the fields located on the Premises using best efforts and not to impoverish or waste the same;
- (q) ensure that harvesting occurs on the cultivated portions of the Licensed Area during the Term and to thereby reduce the risk of fire on the Lands;
- (r) to comply with all reasonable terms, conditions, rules or regulations that the Landlord may impose from time to time that relate to the use and administration of the Premises; and
- (s) to assume all risks and liabilities relating to the Tenant's use and occupation of the Premises. The Tenant will not claim against the Landlord for any loss of life, personal injury, or loss of or damage to property in or about the Premises howsoever caused, and the Landlord will not be liable to the Tenant for any inconvenience, loss, damage or injury resulting from or in connection with any activities related to the Peace River Site "C" Clean Energy Project.

PART 5 - ENVIRONMENTAL REQUIREMENTS

5.1 Condition of Premises. The Tenant acknowledges and agrees that the Landlord has made no representations or warranties with respect to the environmental condition of the Premises and the Tenant is leasing the Premises on an "as is, where is" basis with respect to its environmental condition. Prior to using the Premises under this Lease, the Tenant has performed any such investigations of the Premises as it considered appropriate and is satisfied as to its environmental condition.

5.2 Environmental Representations and Warranties. The Tenant represents and warrants to the Landlord that, except as disclosed to and approved in writing by the Landlord, the Tenant's operations on the Premises do not involve the sale, storage, manufacture, handling, disposal, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the environment of, or any other dealing with, any Contaminants.

5.3 Environmental Covenants. The Tenant covenants and agrees with the Landlord that it will:

- (a) promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises, including obtaining and complying with all required permits or other authorizations, and making all required registrations, filings and notifications;
- (b) accept responsibility for any Environmental Damage caused by its use of the Premises or the use of the Premises by anyone for whom the Tenant is responsible at law, whether authorized or unauthorized;
- (c) not use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the environment of, or any other dealing with, any Contaminants, without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion;
- (d) promptly remove and remediate, upon the written request of the Landlord, any Contaminants from the Lands attributable to the use of the Premises by the Tenant or its employees, servants, agents, contractors, or anyone for whom the Tenant is responsible at law, whether authorized or unauthorized, and in a manner which conforms to Environmental Laws governing such removal; and
- (e) promptly notify the Landlord if the Tenant has knowledge, or has reasonable cause to believe that:
 - (i) any Contaminants have been Released on, or have otherwise come to be located on, under or about any part of the Lands (including the Premises), or
 - (ii) any charge, order, investigation, or notice of violation or non-compliance has been issued against the Tenant or relating to the operations at the Premises under any Environmental Laws, or of any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning any Contaminant allegedly Released from or related to the Premises; and

PART 6 - INSURANCE AND INDEMNITY

6.1 Landlord's Insurance. The Landlord may, at its discretion, obtain and maintain in force any form of insurance that the Landlord deems necessary in respect of the Property. In spite of any contribution by the Tenant to the Landlord's coverage through payment as a portion of the Rent, the Tenant is not relieved of any liability arising from its acts, fault, negligence or omissions and no insurable interest is conferred on the Tenant under the Landlord's coverage nor does the Tenant have the right to receive any proceeds of insurance placed by the Landlord.

6.2 Tenant's Insurance. The Tenant must, at its sole cost and expense during the Term, and during any other period of time that the Tenant may use the Premises, take out and maintain in full force and effect, the following insurance policies:

- (a) Commercial General Liability insurance on an occurrence form for an amount not less

than \$2,000,000 per occurrence applying to the Tenant's activities carried on, in and from the Premises and which coverage will include without limitation, liability assumed under contract, claims for personal injury, broad form property damage, non-owned automobile liability, and products and completed operations with respect to the occupancy by the Tenant of the Premises. Where such further risk exists, the policy shall provide coverage for damage to existing structures, operation of hoist or attached machinery, sudden and accidental pollution, and forest fire fighting expense liability. The policy shall name The Landlord as an additional insured and shall contain a cross liability and severability of interest clause;

- (b) Automobile Liability Insurance to a limit of liability of not less than \$2,000,000 in any one accident, covering all licensed motor vehicles owned or leased by the Tenant and used in connection with its business or relating to the Tenant's activities;
- (c) Workers Compensation Insurance coverage as required pursuant to applicable legislation; and
- (d) any other form of insurance as the Landlord may reasonably require from time to time in amounts and for perils against which a prudent Tenant would protect itself in similar circumstances.

6.3 Insurance Policy Requirements. All policies of insurance referred to herein:

- (a) will be considered primary with respect to the Tenant's activities, and all deductibles and self-insured retentions shall be borne by the Tenant;
- (b) will, where applicable, contain a waiver of subrogation rights which the Tenant's insurer(s) may have against the Landlord; and
- (c) will include an undertaking by the insurers to notify the Landlord, in writing, not less than 30 days prior to any cancellation or other termination thereof, or any change which restricts or reduces the coverage afforded thereby, and will be on policy forms satisfactory to the Landlord and underwritten by insurers legally permitted to transact business in the province of British Columbia that are acceptable to the Landlord.

6.4 Insurance Certificates. The Tenant agrees to provide the Landlord with certificates of insurance that confirm compliance by the Tenant with the insurance requirements set out herein, including proof of renewal of each policy during the Term.

6.5 Indemnity. The Tenant will indemnify the Landlord and its directors, officers, employees, contractors, invitees and agents (collectively, the "**Indemnified Parties**") concerning any and all claims, demands, actions and causes of action, proceedings, losses, costs (including legal, consulting or other professional fees), fines, orders, expenses, damages (including Environmental Damage), liabilities, injuries (including injuries causing death), property damage and any other matter of whatsoever nature or kind (collectively, the "**Losses**") which at any time may be suffered by or made against any of the Indemnified Parties, directly or indirectly caused by, resulting from or attributable to:

- (a) any occurrence on the Lands caused by the Tenant or those for whom the Tenant is responsible at law, including any Losses suffered by any user of the Lands;

- (b) any breach by the Tenant or those for whom it is responsible at law of any of the Tenant's obligations under this Lease;
- (c) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including any Government Authority, against any one or more of the Indemnified Parties pursuant to or under Environmental Laws that is related to or occurs as a result of the use and occupation of the Premises by the Tenant or those for whom it is responsible at law;
- (d) any Release or alleged Release of Contaminants at or from the Premises into the environment by the Tenant or those for whom it is responsible at law;
- (e) the exercise by the Tenant or by those for whom it is responsible at law of the rights granted under this Lease; and
- (f) any negligent act, omission or willful misconduct of the Tenant or those for whom it is responsible at law.

The Landlord may add the amount of any such Losses to the Rent and the amount so added shall be payable to the Landlord immediately. This indemnity will survive the expiry or sooner termination of this Lease.

6.6 Limitation of Liability. The Landlord will not be liable to the Tenant in respect of any loss, injury or damage to the Tenant or any other person for any loss, injury or damage arising from any occurrence in, on or related to the Premises, or any loss or damage to property (including loss of use thereof) howsoever caused and whether or not the injury, loss, or damage results from any fault, negligence, act or omission of the Landlord or those for whom the Landlord is in law responsible. Without limiting the generality of the foregoing, the Landlord is not liable for death, injury loss, or damage of or to persons or property from fire, explosion, falling plaster, steam, gas, electricity, water, or leaks from any part of the Premises, or from the pipes, appliances or plumbing works, or from the roof, street or sub-surface, or by dampness, or by any other cause. The Landlord will not be liable to the Tenant in damages or otherwise for an interruption or failure in the supply of utilities or services to the Premises.

PART 7 - MAINTENANCE, REPAIRS, ALTERATIONS AND FIXTURES

7.1 Tenant's Maintenance and Repairs. The Tenant will, at its cost:

- (a) keep the Premises (including the roof, heating equipment, plumbing, and electrical system of any improvements on the Premises) in good and substantial repair and to maintain and repair the roads, gates and fences on the Premises, normal wear and tear excepted. If the Landlord is required to make any repairs to the Premises because the Tenant has failed to meet its repair obligations, the Tenant will immediately reimburse the Landlord for the costs incurred by the Landlord and all expenses of the Landlord so doing will be recoverable as Rent in arrears under this Lease;
- (b) comply with all reasonable requests and demands of the Landlord made with a view to upgrading or repairing the Premises to comply with the requirements of any Environmental Laws or health or safety regulations applicable to the Premises or concerns of the Landlord. If the Landlord is required to make any upgrades or repairs to

the Premises because the Tenant has failed to meet its upgrade or repair obligations, the Tenant will reimburse the Landlord the costs incurred by the Landlord as soon as the Landlord demands reimbursement and all expenses of the Landlord so doing will be recoverable as Rent in arrears under this Lease;

- (c) permit the Landlord to enter and view the state of repair and maintenance of the Premises, and will make such repairs and replacements in a good and workmanlike manner as the Landlord may require by notice in writing within 30 days of receipt of such notice and if the Tenant neglects to do so, the Landlord may enter the Premises and make such repairs and replacements and all expenses in so doing will be recoverable as Rent in arrears under this Lease;
- (d) immediately reimburse the Landlord for the repair of any damage caused to any part of the Premises to the extent caused by or through the wilful act, negligence or omission of the Tenant, or those for whom the Tenant is in law responsible, and all expenses of the Landlord so doing will be recoverable as Rent in arrears under this Lease; and
- (e) immediately discharge any builder's liens or other encumbrances filed at any time against the Premises by reason of any act of the Tenant, or those for whom the Tenant is in law responsible and if the Tenant fails to do so the Landlord may at its option pay into Court the amount required to obtain a discharge of any such lien and any amount so paid including costs and disbursements on a solicitor client basis will be payable as Additional Rent; the Tenant will allow and keep posted on the Premises any notice which the Landlord may wish to post under the provisions of the *Builders Lien Act* (British Columbia), as amended or replaced.

7.2 Alterations, Installations and Fixtures. The Tenant will make no alterations, installations, removals, or improvements (collectively, the "**Leasehold Improvements**") in or about the Premises without the Landlord's prior written consent which consent can be withheld in the Landlord's absolute discretion. No consent by the Landlord will be granted unless the Tenant first submits plans and specifications of the proposed Leasehold Improvements and the Tenant has obtained all necessary permits and approvals from all relevant federal, provincial or local authorities. If the necessary permits and approvals, or the Leasehold Improvements to any part of the Premises in order to bring the Premises into compliance with the then current codes, bylaws, fire codes or other laws and regulations, the Tenant will perform those upgrades or improvements at the Tenant's own cost.

7.3 Landlord's Repairs. The Landlord shall not be responsible for any repairs to the Premises.

7.4 Removal of Leasehold Improvements. No Leasehold Improvements will be removed from the Premises before the end of the Term without the Landlord's prior consent. Upon expiry or earlier termination of this Lease, in spite of the provisions of paragraph 7.2 the Tenant will, at its expense, immediately remove all Leasehold Improvements to the extent requested by the Landlord, and in such removal will do no damage to the Premises or will make good any damage caused, and will restore the Premises to the condition in which they existed at the date which is the earlier of prior to the commencement of construction of the Leasehold Improvements and the execution of this Lease. If the Tenant does not remove property in accordance with the demands of the Landlord, the Landlord may have the same removed, the cost will be payable immediately by the Tenant, and the Landlord will not be responsible for any loss or damage to the property.

PART 8 - ASSIGNMENT AND SUBLETTING

- 8.1 Landlord's Consent.** The Tenant will not assign, mortgage, or encumber this Lease in whole or in part, nor sublease, license or part with possession of all or any part of the Premises, or permit them to be used or occupied by any other person (collectively "**Transfer**"), without the prior written consent of the Landlord, which consent may be withheld, at the Landlord's absolute discretion. Any Transfer made in violation of this Part 8 will be void.
- 8.2 Consent.** Without limiting the circumstances when the Landlord may withhold consent to a Transfer, consent will be withheld by the Landlord in the following circumstances:
- (a) if the Landlord determines the financial condition of the proposed assignee, subtenant, licensee or occupant, or any indemnifier of same, is or may be insufficient;
 - (b) if the use to which the Premises may be put is inconsistent with the terms of this Lease or conflicts with any exclusive rights or covenants under leases granted to other tenants;
 - (c) if at the time of the proposed Transfer, the Tenant is in default under this Lease;
 - (d) if the Rent and other economic consideration to be paid by the assignee or subtenant in connection with the assignment or sublease exceeds the total amount of Basic Rent and Additional Rent which the Tenant is obligated to pay to the Landlord under this Lease;
 - (e) if the Transfer will result in a division of the Premises; or
 - (f) if the Tenant has not received a bona fide written offer for assignment or sublet or has not provided a true copy of such offer to the Landlord at the time of requesting Landlord's consent or fails to deliver to the Landlord the information about the proposed transferee sufficient to satisfy the Landlord's enquiries.
- 8.3 Terms of Transfer.** The following applies to any Transfer:
- (a) the Landlord has the right to approve the form of document recording the Transfer and the Tenant will pay the cost of review by the Landlord and its solicitors;
 - (b) in spite of any Transfer, the Tenant will remain fully liable to perform all the terms, conditions and covenants of this Lease; and
 - (c) the Tenant will at the time of Transfer require the assignee or transferee to agree in writing with the Landlord to fulfil all obligations under this Lease, and at the Landlord's request, the assignee or transferee will enter into a new form of lease which may contain additional or changed obligations, and which new lease is to be prepared by the Landlord's solicitor at the Tenant's expense.
- 8.4 Change in Control.** If the Tenant is a corporation, other than a municipality incorporated under local government legislation in British Columbia, at any time during the Term, and so often as a Change in Control occurs, the Tenant will notify the Landlord of the Change in Control, and the Change in Control will be considered to be a Transfer of this Lease to which this Part 8 applies. Whether or not the Tenant notifies the Landlord, unless the Landlord has consented to the Change in Control, the Landlord may terminate this Lease at any time after the Change in Control occurs

by giving the Tenant 60 days prior notice of the termination. At the Landlord's request from time to time, the Tenant will make available to the Landlord or its representatives for inspection all corporate books and records of the Tenant and of the controlling ownership that bear on the ownership of the Tenant. This paragraph 8.4 does not apply to the Tenant should the Tenant become a public corporation whose shares are listed for sale on a recognized stock exchange in Canada.

- 8.5 Assignment by Landlord.** If the Landlord sells or otherwise transfers any interest in the Premises or this Lease, in whole or in part, to the extent that the transferee is responsible for compliance with the obligations of the Landlord under this Lease, the Landlord without further written agreement will be released from all of its obligations in this Lease.
- 8.6 Landlord's Right to Terminate Agreement.** Notwithstanding anything else herein contained, within 15 days after receipt by the Landlord of a request from the Tenant for the Landlord's consent to a Transfer, the Landlord will have the right, upon written notice to the Tenant, to cancel and terminate this Agreement as to the whole or portion of the Premises (as the case may be) proposed to be subject to the Transfer on the termination date provided in the Landlord's notice to the Tenant (which termination date will be not less than 30 days and not more than 90 days from the date of the Landlord's written notice to the Tenant). In such event, the Tenant will surrender the whole or part of the Premises, as the case may be, in accordance with the Landlord's notice and Rent will be apportioned and paid to the date of such surrender and, if only a portion of the Premises is surrendered, Rent will thereafter abate proportionately. The foregoing is subject to the exception that the Tenant may, by written notice delivered to the Landlord within 15 days after receipt of the Landlord's written notice of termination pursuant to this paragraph, elect to withdraw its request for the Landlord's consent to a Transfer and retain occupancy of all of the Premises pursuant to this Agreement, and in which event the Landlord's notice of termination will not apply.

PART 9 - SUBORDINATION AND STATUS STATEMENT

- 9.1 Subordination.** This Lease will be subject and subordinate to all charges by way of mortgage now or in the future granted in respect of the Premises, and the Tenant will confirm its subordination of this Lease to every such mortgage and will execute promptly a document of subordination if requested by the Landlord, in which the Tenant will also agree to attorn to the Landlord's mortgagee if it becomes a mortgagee in possession or takes action to realize on the mortgage so long as the mortgagee agrees the Tenant, if not in default, may continue to occupy the Premises until termination.
- 9.2 Status Statement.** Whenever requested by the Landlord or its mortgagee, the Tenant will, at no cost to the Landlord, promptly provide a certificate in writing as to the status of the Lease, including whether it is in full force and effect, is modified or unmodified, confirming the rental payable and the state of accounts between the Landlord and Tenant, the existence or non-existence of defaults, and any other matters pertaining to this Lease as may be reasonably required.

PART 10 - DEFAULT

- 10.1 Tenant's Default.** If the Tenant fails to pay any Basic Rent, Additional Rent or any other amount owing under this Lease when due, whether or not demanded by the Landlord, or if the Tenant fails to observe or perform any of its other obligations under this Lease and the Tenant has

not, within 7 days after notice from the Landlord specifying the default cured the default, or if the cure reasonably requires a longer period, if the Tenant has not commenced to cure and diligently pursue the cure, or if re-entry is permitted under other terms of this Lease, the Landlord in addition to any other right or remedy may:

- (a) re-enter and remove all persons and property from the Premises and the property may be removed and stored elsewhere at the cost of and for the account of the Tenant, all without service or notice and the Landlord will not take on any liability of bailment or be guilty of trespass or be liable for loss or damage to such property;
- (b) terminate this Lease and all of the Tenant's rights under it; or
- (c) apply all or part of the Security Deposit, if any, to rectify in whole or in part the Tenant's default.

10.2 Insolvency. If:

- (a) any of the goods and chattels of the Tenant on the Premises during the Term are seized by a creditor or the Tenant receives a notice from a creditor that the creditor intends to realize on security located on the Premises;
- (b) a receiver is appointed to control the conduct of the business of the Tenant on or from the Premises;
- (c) the Tenant or any indemnifier of the Tenant becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors;
- (d) proceedings are instituted for the winding-up or termination of the corporate existence of the Tenant;
- (e) the Premises without the consent of the Landlord are vacant for 10 days or more;
- (f) the Tenant without the consent of the Landlord abandons or attempts to abandon the Premises or disposes of the bulk of its goods and chattels on the Premises; or
- (g) the Lease or the Tenant's assets are taken under a writ of execution or security instrument,

then the Landlord may re-enter and take possession of the Premises as though the Tenant or other occupant was holding over after the expiration of the Term and this Lease, at the Landlord's option, may be immediately terminated by notice left at the Premises.

10.3 Acceleration of Rent. If any of the events in paragraphs 10.1 or 10.2 occur, the then current month's Rent and the Rent for the next 3 months, including GST, will immediately become due and payable as Rent in arrears, and the Landlord may recover it in the same manner as Rent in arrears including taking distress action.

10.4 Right to Relet

- (a) If the Landlord re-enters, it may at its option, without terminating the Tenant's rights,

make alterations and repairs to facilitate reletting, and relet the Premises, or any part, as the Tenant's agent for such period of time and at such rent and on such other terms as the Landlord wishes;

- (b) Upon reletting, all rent and monies received by the Landlord will be applied, first to the payment of indebtedness other than Rent due from the Tenant to the Landlord, second to the payment of costs and expenses of the reletting including brokerage, legal and repair expenses, and third to the payment of Rent due and unpaid under this Lease. The residue, if any, will be applied to the payment of future Rent as it becomes due and payable; and
- (c) If at any time the rent received from the reletting is less than the Rent to be paid under this Lease, the Tenant will pay the deficiency to the Landlord to be calculated and paid monthly.

10.5 Re-entry. No re-entry or entry will be construed as an election by the Landlord to terminate this Lease unless a written notice of intention to terminate is given to the Tenant. Despite a reletting without termination, the Landlord may elect at any time to terminate this Lease for a previous breach.

10.6 Landlord Performs Tenant's Covenants. If the Tenant fails to perform any obligation under this Lease, the Landlord may perform the obligation and may enter the Premises without notice and do everything the Landlord considers necessary to ensure the obligation is performed, including without limitation the right to remediate the Premises, or the environment in accordance with the Tenant's obligations pursuant to paragraph 5.3. The Tenant will pay as Rent all costs and expenses incurred by the Landlord pursuant to this paragraph plus a 15% administration fee. The Landlord will not be liable for any loss or damages resulting from negligence or otherwise resulting from such action.

10.7 Damages. If the Landlord terminates this Lease then in addition to other remedies, it may recover from the Tenant all costs incurred and damages suffered including the cost of recovering the Premises, professional fees and disbursements paid (including legal fees and costs on a solicitor and own client basis), the unamortized portion of any allowance or inducement, and the worth at the time of termination of the excess, if any, of (i) the amount of Rent and charges equivalent to Rent for the remainder of the term over (ii) the then reasonable rental value of the Premises for the remainder of the Term calculated on a present value basis, all of which amounts will be immediately due and payable.

10.8 Distress. None of the property of the Tenant is exempt from levy by distress. This paragraph may be pleaded as estoppel against the Tenant in an action brought to claim exemption.

PART 11 - ACCESS BY LANDLORD

11.1 Access and Entry. The Landlord will have the following rights:

- (a) The Landlord and its agents may enter the Premises at any reasonable time to examine them and show them to a prospective purchaser, tenant or mortgagee, or to carry out tests and inspections or prepare designs for safety, environmental or renovation purposes. During the last 6 months of the Term, the Landlord may place one or more "For Rent" signs on the Premises and the Tenant will not interfere with the signs.

- (b) If after reasonable notice to the Tenant (except in an emergency when no notice is required), the Tenant is not available to open and permit entry to the Premises, the Landlord or its agents may enter by reasonable force, if necessary, without being liable for damages or trespass. Nothing in this paragraph imposes any liability on the Landlord to effect repairs or maintenance.

PART 12 - EXPROPRIATION

- 12.1 Expropriation.** If at any time during the Term the interest of the Tenant under this Lease or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may, at its option, give notice to the Tenant terminating this Lease on the date when the Tenant or Landlord is required to yield possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the Premises and all its interest therein, Basic Rent and Additional Rent shall abate and be apportioned to the date of termination, and the Tenant shall forthwith pay to the Landlord the apportioned Basic Rent, Additional Rent and all other amounts which may be due to the Landlord up to the date of termination. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord shall account therefore to the Tenant. In this clause the “expropriation” shall include a sale by the Landlord to an authority with powers of expropriation, in lieu or under threat of expropriation.

PART 13 - MISCELLANEOUS

- 13.1 Holding Over.** If the Tenant holds over after the expiration of the Term, and the Landlord accepts Rent, there is no tacit renewal of this Lease and the Tenant will be considered to be occupying the Premises as a Tenant from month to month at a rental, payable in advance on the first day of each month, equal to the monthly instalment of Basic Rent and 1/12th the amount of Additional Rent payable by the Tenant for the last lease year of the Term, and otherwise all terms and conditions of this Lease are applicable.
- 13.2 Rules and Regulations.** The Landlord may make, modify and enforce reasonable rules and regulations regarding the Premises. All rules and regulations become a part of this Lease and the Tenant will comply with them. The Landlord will give the Tenant notice of the rules and regulations.
- 13.3 Including.** The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- 13.4 Quiet Enjoyment.** Subject to the observance and performance by the Tenant of its obligations under this Lease and subject to the Permitted Encumbrances, the Tenant may use the Premises in accordance with the provisions of this Lease without interference by the Landlord, or any party claiming through the Landlord.

- 13.5 No Partnership.** The Landlord does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Tenant. No provision of this Lease is intended to create a relationship between the parties other than that of Landlord and Tenant.
- 13.6 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Tenant comprises two or more individuals or entities, the liability of each under this Lease is joint and several.
- 13.7 Registration.** This Lease will not be registered in the Land Title Office and the Landlord will not be required to deliver it in registrable form. Any such registration will automatically constitute an event of default.
- 13.8 Interest.** All overdue monies payable to the Landlord by the Tenant on any account will bear interest at the rate equal to the annual rate of interest announced by the Bank of Montreal as a reference rate for its commercial loans made in Canada from the due date until paid in full.
- 13.9 No Waiver.** No obligation in this Lease will be considered to have been waived by the Landlord unless the waiver is in writing and signed.
- 13.10 Unavoidable Delay.** If either the Landlord or the Tenant is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Lease by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay. The provisions of this paragraph do not excuse the Tenant from prompt payment of Basic Rent or Additional Rent on the due dates required under this Lease.
- 13.11 Notices.** Addresses for any notice or document to be given under this Lease will be as follows:
- (a) if to the Tenant:
 - Name
 - Address:
 - Attention:

 - Email:
 - (b) if to the Landlord:
 - BC Hydro
 - Properties, 13th Floor - 333 Dunsmuir,
 - Vancouver, B.C. V6B 5R3
 - Attention: Manager, Site C Properties

 - Email: leasing@bchydro.com
- 13.12 Deemed Receipt.** Where service of a notice or document is required under this Lease, the notice or document will be in writing and deemed to have been served as follows:

- (a) if delivered by hand or courier, upon delivery;
- (b) if mailed, upon the seventh (7th) Business Day following posting; and
- (c) if emailed:
 - (i) to the Landlord, upon the Landlord providing to the Tenant express written acknowledgment of receipt of the notice or document by email (notwithstanding any automatic reply or receipt indicating that the email has been read). If the Tenant has not received a written acknowledgement of the notice from the Landlord by email within seven (7) Business Days of sending the email, transmission of the email will be deemed to have failed and notice not provided. In the event of a failure of an email transmission, it is the responsibility of the Tenant to deliver the notice or document to the Landlord using an alternative method in accordance with this Lease. The Landlord will not be liable for any loss or damage or any other disadvantage suffered by the Tenant from any email communication; or
 - (ii) to the Tenant, upon actual receipt by the Tenant as evidenced by a return email or automatic receipt indicating that the email has been read.

The Landlord or the Tenant may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above.

- 13.13 Governing Laws.** This Lease shall be governed by the laws of the Province of British Columbia and the applicable laws of Canada.
- 13.14 Time of Essence.** Time will be of the essence in this Lease.
- 13.15 Severance.** If any provision of this Lease or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Lease or its application will not be affected.
- 13.16 No Modification.** No representation, understanding or agreement has been made or relied upon except as expressly set out in this Lease. This Lease may only be modified in writing signed by each party against whom the modification is enforceable.
- 13.17 Entire Agreement.** No representation, understanding or agreement has been made or relied upon except as expressly set out in this Lease. This Lease constitutes the entire agreement between the parties and may not be amended except by a written agreement signed by the parties.
- 13.18 Successors.** This Lease binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable). No rights benefit an assignee or transferee of the Tenant unless the Landlord has consented to the Transfer under Part 8 of this Lease. If the Landlord sells or transfers the Premises, the Landlord will be permitted to assign this Lease to such purchaser or transferee, and the Tenant will either attorn to such purchaser or transferee or enter into a new lease of the Premises on the same terms and conditions.

13.19 Counterparts. This Lease may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.

13.20 Delivery. This Lease or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Lease will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.

13.21 Peaceful Surrender. The Tenant will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Lease.

13.22 Schedules. The following Schedules attached to this Lease form part of this Lease, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Lease:

- Schedule 1 – Defined Terms
- Schedule 2 – Description of the Lands
- Schedule 3 – Plan of the Premises
- Schedule 4 – Additional Terms and Conditions

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

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Name:
Title:

LEGAL NAME/CORPORATION

By its authorized signatory(ies):

Name:
Title:

Name:
Title:

SCHEDULE 1

Defined Terms

“Additional Rent” means all sums payable by the Tenant pursuant to this Lease, whether to the Landlord or otherwise under this Lease, but does not include Basic Rent and GST payable by the Tenant;

“Rent” has the meaning set out in paragraph 3.1;

“Business Days” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“Change in Control” means:

- (i) the transfer by sale, assignment, bequest, inheritance, trust, operation of law or other disposition, or issuance by subscription allotment, or cancellation or redemption of any or all of the corporate shares or voting rights of shareholders so as to result in a change in the effective voting or other control of the Tenant by reason of ownership of greater than 50% of the voting shares of the corporation; or
- (ii) any effective change in control of the Tenant as a result of any transaction including, but not limited to, merger or amalgamation of the Tenant with another corporation, corporate reorganization of the Tenant or any affiliate of the Tenant which is in possession of all or part of the Premises.

“Contaminants” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“PCBs”), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“Environmental Damage” means any environmental loss, injury or damage done to the Land or the property of others (including to air, water, groundwater, soil, sediment, animal and plant life) resulting from the use of the Premises by the Tenant, its employees, servants, agents, contractors or any others for whom the Tenant is responsible at law, including the release or disturbance of any Contaminants that exceed standards established by Environmental Laws, an adverse effect on the health of any person, loss of enjoyment or normal use of property, or interference with the normal conduct of business;

“Environmental Laws” means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“Government Authority” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board,

administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“**GST**” means any and all “goods and services tax” or any similar sales tax, value added tax, multi-stage tax, or business transfer tax, whatsoever called payable under the *Excise Tax Act* (Canada) or any replacement legislation;

“**Indemnified Parties**” has the meaning ascribed thereto in paragraph 6.5;

“**Landlord’s Improvements**” means the improvements described in Schedule 2;

“**Lands**” means the lands described in Schedule 3;

“**Leasehold Improvements**” has the meaning ascribed thereto in paragraph 7.2;

“**Losses**” has the meaning ascribed thereto in paragraph 6.5;

“**Permitted Encumbrances**” means any charges or encumbrances registered or showing as pending registrations on title to the Lands at the time this Lease is executed;

“**Permitted Purposes**” means farming and ranching purposes only;

“**Premises**” has the meaning ascribed thereto in Recital B;

“**Release**” means any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping.

“**Rent**” means the Basic Rent, Additional Rent and all other sums payable by the Tenant to the Landlord under this Lease except for GST;

“**Taxes**” means all taxes, rates, duties, levies, local improvement charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Property or upon the Landlord in respect of the Property, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Landlord in good faith contesting them;

“**Tenant Taxes**” means all taxes, fees, levies, charges, assessments, rates, duties and excises which are now or may hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture and moveable partitions owned or installed by the Tenant at the expense of the Tenant or being the property of the Tenant, or relating to or in respect of the Leasehold Improvements or other improvements to the Lands built, made or installed by the Tenant, on behalf of the Tenant or at the Tenant’s request;

“**Term**” means the term of five years commencing on **March 1, 2024** and ending on **February 28, 2029**, as may be renewed or terminated pursuant to this Lease;

“**Transfer**” has the meaning ascribed thereto in paragraph 8.1; and

“Unavoidable Delay” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Lease, but does not include any insolvency, lack of funds or other financial reason.

SCHEDULE 2

Description of the Lands

TO BE INSERTED

(collectively, the “**Lands**”)

SCHEDULE 3

Plan of the Premises

SCHEDULE 4

Additional Terms and Conditions

- 1. Early Termination by Landlord.** In consideration of the sum of \$10, which sum is non-refundable, now paid by the Landlord to the Tenant (the receipt and sufficiency of which are acknowledged by the Tenant), the Landlord is granted the right at any time, upon giving not less than 180 days prior written notice to the Tenant, to cancel and terminate this Lease without penalty or further recourse by the Tenant for damages or otherwise arising from such early termination. If the Landlord exercises this right to terminate, the Tenant will peaceably vacate the Premises on the termination date given in the Landlord's notice in accordance with the Tenant's obligations pursuant to this Lease, including paragraph 7.4 and will pay the Rent and applicable GST to such termination date.
- 2. Extension of Term.** If the Tenant has not been in default of this Lease during the Term, upon receiving written notice from the Tenant at least six (6) months and not more than twelve (12) months prior to the expiration of the Term, the Landlord may at its option permit the extension of the Term for a further period of five (5) years on the same terms and conditions as this Lease except this right of extension shall be deleted, and the Rent to be paid during the extension term shall be amended as follows. The Rent for the extension term will be the fair market rent for the Premises at the time of the exercise of this option for space of comparable size, quality and location to the Lands (including all Leasehold Improvements) and will be determined no later than two months before the expiry of the Term by the Landlord and the Tenant, both acting reasonably, and failing such agreement as determined by a single arbitrator in accordance with the Vancouver International Arbitration Centre Domestic Arbitration Rules. The place of arbitration will be Vancouver, British Columbia. The costs of arbitration will be borne equally by the Landlord and Tenant. In no event will the Rent for the extension term be less than the Rent paid by the Tenant during the Term.