

LEASE AGREEMENT

BETWEEN:

TRANSGLOBE HOLDINGS LTD.
(hereinafter called the "Lessor")

OF THE FIRST PART

-AND-

~~NABATI FOODS INC.~~ A.Y. *RS*
~~YEMIRA TRADING INC.~~
(hereinafter called the "Lessee")

OF THE SECOND PART

Lessor's initials *RS*
Lessee's initials *A.Y.*

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SECTION 1
INTENT OF LEASE

1.01 In accordance with the terms of this Lease, it is the intent of this Lease, and agreed to by both parties hereto that all and every cost, expense, rate, tax or charge in any way related to the Demised Premises and to the Lessee's share of occupancy costs (all as hereinafter defined) will be borne by the Lessee without any variation, set-off or deduction whatsoever, excepting only:

1.01.01 Any income tax or taxes, other than business tax and GST, imposed or levied by any authority whatever, on the income received by the Lessor from the Demised Premises, and;

1.01.02 Structural repairs as defined in Section 7 hereof.

SECTION 2
LEGAL DESCRIPTION

2.01 The Lessor represents that it is the registered owner of those lands described as:

Lots 1-8, and 28-29 Blocks 2, Plan 2552S
(hereinafter called "the said lands").

SECTION 3
LEASED PREMISES

3.01 Witnesseth that for and in consideration of the rents, covenants, agreements and conditions hereinafter reserved and performed, the Lessor has leased to the Lessee the portion of the said building on the Main Floor thereof comprising a rentable area of **2,067 square feet** more or less as indicated on **Schedule "F"** hereto, including all fixtures, equipments, and furnishing located therein, (hereinafter called "the Demised Premises") and known municipally as **12817 - 66 Street, Edmonton, Alberta.**

3.02 The Lessor agrees that during the term of the Lease, the Lessee and the employer, agents, customers, and invitees of the Lessee shall have the rights set forth in **Schedule "B"** hereto annexed, subject and except as in this Lease provided.

SECTION 4
TERM

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4.01 The Lessee is granted to have and to hold the Demised Premises for and during the term from the **16th day of August 2020** (hereinafter referred to as "**the Possession Date**") to and including the **30th day of September 2021** (hereinafter referred to as the "**Termination Date**");

4.02 At any time and from time to time after the Possession Date, and upon five (5) days prior notice, the Lessee shall promptly execute, acknowledge and deliver to the Lessor a written statement in the form annexed hereto as **Schedule "C"**, or in such other form as the Lessor may reasonably require. Such statement, when so executed, acknowledged and delivered, shall be deemed to be incorporated in and become a part of this Lease.

4.03 If the Lessee shall continue to occupy the Demised Premises after the expiration of the term hereby granted, or any renewal thereof, or sooner determination of this lease, and without any further written agreement, the Lessee shall be a monthly Lessee only at a monthly rent equal to Two Hundred (200%) percent of the Basic Rent and Additional Rent payable hereunder on the same terms and conditions as are herein contained excepting as to the termination date.

SECTION 5 **RENT**

5.01 The Lessee shall pay unto the Lessor, at such place or places as the Lessor shall designate from time to time in writing, for each and every month of the term hereby granted a monthly rent (hereafter referred to as "the Basic Rent"). The Lessee shall pay the rent to the Lessor in advance on or before the first day of each month commencing on the Possession Date. A late fee in the amount of Fifty (\$50.00) Dollars is payable to the Lessor should the Lessee fails to deliver the rent on time.

5.02 The monthly Basic Rent, payable in advance, hereinafter reserved is based upon the rates as follows:

\$2,067.00 plus GST

5.03 For any period during which the Lessee carried on or is required to carry on business under the terms of this Lease and which period is less than a month, the Basic Rent and all occupancy costs shall be payable on a per diem basis, calculated on the basis of a Three Hundred and Sixty Five (365) day year, and for all purposes of this **Section 5**.

5.04 **Deposit:** A deposit in the amount of **\$2,067.00** will be provided by the Lessee to the Lessor. This deposit shall be held without interest and shall be

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returned to the Lessee after the Lessee moves out of the Leased Premises pursuant to this Lease.

SECTION 6 **OCCUPANCY COSTS**

6.01 Occupancy costs as referred to in this Lease shall, without restricting the generality of the foregoing, be and consist of all costs, charges and expenses in respect of the Demised Premises incurred in each calendar year during the term hereof including:

6.01.01 The cost of gas, oil, power, electricity, water, sewer communications, waste removal and all other utilities and services, together with the direct cost of administering such utility services, provided that non-exclusive utility costs may, at the discretion of the Lessor, acting reasonably, be apportioned by the Lessor in cases where, in the opinion of the Lessor, the consumption of any utility is heavier in one or more of the rentable premises by reason of the business carried on in such premises;

6.01.02 The cost of servicing and maintaining all heating, air-conditioning (if any), plumbing, electrical (including light fixtures) and other machinery and equipment;

6.01.03 The cost of all business, machinery or other taxes, local improvement, charges or license fees which are charged, levied or rated by any competent authority, and the cost of all appeals against increased assessments for purpose of such taxes, charges and license fees;

6.02 The Lessee shall, during the term hereof, pay all occupancy costs for the Demised Premises outlined in article 6.01.01, 6.01.02 and 6.01.03 on the following basis:

- Lessee is responsible for all maintenance and repair of their own equipment. All lighting and light fixtures, heating, ventilating, air conditioning, and servicing the "Demised Premises";
- Lessee shall carry their insurance as outlined in **Section 12** of the Lease at the costs of the Lessee.

6.02.01 The Lessee shall promptly pay all occupancy costs which are provided to and billed, apportioned or metered, charged, levied or rated directly to the Lessee in respect of the Demised Premises, together with the costs of servicing, maintaining and replacing all equipment and machinery providing such services. In the event that any such occupancy costs are charged to and paid by the Lessor, the Lessee shall forthwith upon demand reimburse the Lessor for the full amount of any such payments made by the Lessor on behalf of the Lessee.

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6.03 In addition to other payments to be made by the Lessee hereunder, the Lessee shall pay all business, sales, equipment, machinery or other taxes, charges and license fees levied or imposed by any competent authority in respect of the personal, business, sales, equipments, machinery or income of the Lessee.

6.04 All sales taxes on rents ~~or other taxes~~ imposed on the Lessor in respect of the rents shall be payable to the Lessor by Lessees of the buildings or in respect of the rental of space in the building to such Lessees.

6.05 Additional Rent
In general, the Lessees shall pay Additional Rent as their proportionate share of the Common Area Operating Expenses (CAOE) including property taxes, building insurance, utilities consumed in common areas, building management and administration fees, building maintenance and repair, janitorial services in common areas etc.

The Lessor agrees to waive CAOE shared by the Lessee for the duration of the term of this Lease.

SECTION 7

PREPARATION OF DEMISED PREMISES, REPAIRS AND MAINTENANCE

7.01 The Lessee acknowledges that the Demised Premises are accepted "as is where is" and save for the Lessor's obligations as set out in **Schedule "D"** attached hereto, all finishes of any nature whatsoever to the Demised Premises are to be completed by the Lessee at the Lessee's sole cost and expense in strict accordance with the provisions of **Schedule "D"**;

7.01.01 The Lessee shall in addition to the covenants as aforesaid and during the term hereof maintain in the Demised Premises hand fire extinguishers acceptable to governmental authorities having jurisdiction with respect thereto and first-class fixtures and furniture appropriate for the Lessee's business and the general character of the Demised Premises.

7.02 The Lessee agrees to obtain the prior written approval, which shall not be unreasonably withheld, of the Lessor as to the nature of such fixtures and the layout thereof in the Demised Premises before installing the same;

7.02.01 Such installation shall not damage the structure of the said building;

7.02.02 The charge for and the cost of any and all damage to the said building resulting from such installation will be paid for by the Lessee;

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7.02.03 Such installation shall not contravene the provisions of **Paragraph 7.06**, and

7.02.04 If the Lessee has paid the Basic Rent and Additional Rent hereby reserved and performed the covenants herein contained and on its part to be performed, the Lessee shall have the right during the term and prior to the expiration of this Lease to remove such furniture and trade fixtures. In any event the Lessor may, at its option, require the removal of some or all such furniture or trade fixtures. In either event, the Lessee shall make good any damage or injury caused to the Demised Premises or the entire premises by reason of such removal. The Lessee's obligation to fulfill his covenant shall survive the expiration or sooner determination of the term of this Lease.

7.03 Save as expressly limited by **Paragraph 7.04**, the Lessee shall at all times during the term of this Lease and at its sole cost and expense, well, properly and sufficiently repair, decorate, maintain and keep the Demised Premises with all appurtenances in good and substantial repair (including, without limiting the generality of the foregoing, repair or replace signs, inside and outside glass windows, partitions and doors and light bulbs, tubes, ballasts and starters) and will make all necessary non-structural repairs both exterior and interior to the Demised Premises, and to the end that the same shall at all times be kept in good and tenantable condition.

7.04 The Lessor shall, during the term of this Lease, at its own cost and expense, make all necessary structural repairs, both exterior and interior, save due to the act, default or negligence to the Lessee, its employs, agents or invitees. For greater clarity the term "structural repairs" shall only include repairs to the perimeter load bearing walls and foundations of said building;

7.04.01 The Lessor shall be entitled to, at its own cost and expense, make changes or additions to the pipes, conduits and ducts or other installations in the Demised Premises where necessary to serve other portions of the entire premises but shall not unreasonably interfere with the use and enjoyment of the Demised Premises, and shall make good any resulting damage to the Demised Premises. The Lessor shall, in addition, be entitled to make such changes or additions to the said building and the entire premises as the Lessor may in its sole discretion deem necessary or desirable;

7.04.02 For the purpose of this **Paragraph 7.04**, and of **Schedule "B"** annexed hereto, the Lessor shall have the right to enter into and upon and attached scaffolds or other temporary fixtures to or in the Demised Premises;

7.04.03 Without restricting the generality of the foregoing, at any time and from time to time during the term of this Lease, the Lessor, its employees, servants, agents and contractors, barring an emergency situation, shall upon upon 24 hours written notice (which includes correspondence via email) to the

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Lessee, have the right to enter into shall have the right to enter into and upon the Demised Premises for the purpose of installation, maintenance or replacement of improvements, fixtures, machinery or equipment in the rentable premises on the floor immediately above the Demised Premises, if applicable.

7.05 The Lessee covenants with the Lessor that the Lessor, its employees, servants, agents and contractors may enter and view the state of repair of the Demised Premises from time to time. The Lessee, upon reasonable requests and in accordance with this Agreement, will repair the Demised Premises according to notice in writing received from the Lessor subject to exceptions aforesaid. In the event that the Lessee refuses or neglects to repair as properly required hereunder and to the reasonable satisfaction of the Lessor as soon as reasonably possible after written demand, the Lessor may make such repairs at such time and in such manner so as not to unreasonably interfere with the use by the Lessee. If the Lessor determines, acting reasonably, that any repair that might in any manner affect the structure of the Demised Premises or the said building, or electrical, mechanical (including heating and air-conditioning if any), plumbing or telephone facilities, equipment, machinery, connections, wiring, pipes, ducts, or other paraphernalia, and is the responsibility of the Lessee to perform pursuant to the provisions hereof, then the Lessor may, at its sole option, perform or cause to be performed such repairs. Upon completion of any such repairs and upon presentation of an invoice therefore the Lessee shall pay the Lessor's costs for overhead and supervision, all as additional rent. The said invoice shall, if not paid within twenty (14) days, provide for interest at the rate being equal to the greater of:

- (a) Twenty-four (24%) percent per annum, or
- (b) Six (6%) percent per annum in excess of the prime rate of interest from time to time charged by the Royal Bank of Canada.

7.06 The Lessee may at any time, and from time to time, at its sole expense, make such changes, alterations or improvements to, and may paint and decorate the interior of the Demised Premises, in such manner as shall in the judgement of the Lessee better adapt the same for the purpose of its business, provided that:

7.06.01 No changes, alterations, additions or improvements shall be made without the prior written approval of the Lessor, which shall not be unreasonably withheld and

7.06.02 All changes, alterations, additions and improvements shall comply with all statutes, regulations, by-laws, specifications or requirements of any municipal, provincial, federal or other authority; and

7.06.03 The Lessee shall observe all the provisions of the Lease relating to fire regulations and insurance policies; and

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7.06.04 The Lessor may, at its option (which may be exercised by the Lessor at any time, that the lessor must be acting reasonably) direct the removal of some or all of such changes, alterations, additions and improvements, in which event the Lessee shall comply with such direction not later than the date of termination of this Lease and the Lessee shall make good any damage or injury caused to the Demised Premises or the entire premises by reason of such removal. The Lessee's obligation to fulfill this covenant shall survive the expiration or sooner determination of this Lease;

7.06.05 The Lessee shall not under any circumstances, whether in respect of changes, alterations, additions and improvements to the Demised Premises pursuant to **Paragraph 7.06**, or work performed pursuant to **Paragraph 7.01** or otherwise permit any lien, caveat, encumbrance or charge to be filed against the title to the entire premises, and shall forthwith cause to be discharged and lien which may be filed.

7.07 Upon the expiration or sooner termination of the tenancy hereby created, the Lessee covenants:

7.07.01 To surrender the Demised Premises in the same condition as the Demised Premises were in upon delivery or possession thereto under this Lease, reasonable wear and tear, and damage by fire, storm, tempest or other casualty not due to the negligence of Lessee, its employees or agents only excepted;

7.07.02 To surrender all keys for the Demised Premises to the Lessor at the place then fixed for payment of rent and shall inform the Lessor of all combinations on locks, safes and vaults, if any, in the Demised Premises; and

7.07.03 That subject to the provision of 7.06.04 and 7.02.04, all changes, alterations, additions and improvements to and upon the Demised Premises and which in any manner are affixed to the Demised Premises shall remain upon the demised, premises and become the property of the Lessor.

7.08 The Lessee agrees that it will not allow any refuse, garbage, or other loose or objectionable material to accumulate in or about the Demised Premises or the entire premises and will at all times keep the Demised Premises in clean and wholesome condition. The Lessee further covenants that at the time of termination of the tenancy it will leave the Demised Premises in a clean and tidy condition.

7.09 The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, back-up or damage shall be borne by the Lessee for any reason.

7.10 The Lessee shall give the Lessor prompt written notice of any accident or defect in the plumbing, water, pipes, heating and/or air-conditioning apparatus, electrical equipment, conduits or wires, or of any damage or injury to the Demised Premises or any part thereof however caused provided that nothing herein shall be construed so as to require repairs to be made by the Lessor, except as expressly provided in this Lease.

7.11 The Lessee shall maintain the Demised Premises pest free. If pests are found in the Demised Premises, the Lessee is responsible, at its cost, to hire professional pest control company and eliminate the infestation.

SECTION 8 **CONDUCT OF BUSINESS**

8.01 The Lessee covenants that the Demised Premises shall be used and occupied for the business of **Making and Sales of vegan foods and deserts and all aspect of operating the business.**

8.01.01 The Lessee covenants to operate and conduct its business upon the whole of the Demised Premises in an up-to-date, high-class and reputable manner befitting the entire premises throughout the whole of the term of the Lease and any renewals;

8.01.02 The Lessee shall not use or permit the use of the Demised Premises, or any part thereof, for sleeping purposes;

8.01.03 The Lessee will not permit any Auction, fire or Bankruptcy sales to be conducted in the Demised Premises without first obtaining the written consent of the Lessor.

8.01.04 The Lessee is restricted to operating as Making and Sales of vegan foods and deserts and all aspect of operating the business only, and can not sell any merchandise/products that other existing tenants in the complex already sell. The Lessee will not directly compete with any existing business in the complex. There will be no exclusivity granted to the Lessee.

8.02 The Lessee covenants that it will carry on and conduct all businesses from time to time carried on upon the Demised Premises in such a manner as to comply with all statues, by-laws, rules and regulations of any Dominion, Provincial, Municipal or other competent authority for the time being in force and shall not do anything upon the Demised Premises in contravention of any of them. The Lessee covenants that it is responsible, at its sole cost and expense, for all licenses and permits necessary for the Lessee to run the business.

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8.03 The Lessee shall not erect or install any exterior signs or any interior window or door signs or advertising media or window or door lettering or placards without the prior written consent of the Lessor, which shall not be unreasonably withheld, said signs, advertising media, lettering or placards to conform to the overall design criteria of the said building and to be installed and maintained at the sole cost of the Lessee. The Lessee shall not use any advertising media that the Lessor shall deem objectionable to it or other Lessees, outside phonographs, broadcasts or telecasts in a manner to be heard or seen outside the Demised Premises. The Lessee shall not install any exterior lighting or plumbing, fixtures, shades, awnings, exterior decorations, or painting or build any fence, aerial or mast, or make any change to the front of the Demised Premises without the previous written consent of the Lessor. The Lessee shall indemnify and save harmless the Lessor from all claims, demands, loss or damage to any person or property arising out of such sign or any other installation.

8.04 The rules and regulations attached (**Schedule "A"**) shall in all respects be observed and performed by the Lessee and the employees, agents, invitees and licensees of the Lessee, and all of such rules and regulations now or hereafter in force shall be read as forming part of the terms of this Lease as if the same were embodied herein.

8.05 The Lessee shall not suffer nor permit any part of the Demised Premises to be used or occupied by any persons other than the Lessee, any assignees or sub-tenants permitted under this **Section 8** and the employees of the Lessee and any such permitted assignee or sub-tenant, or suffer or permit any persons to be upon the Demised Premises other than the Lessee, such permitted assignees or sub-tenants and their respective employees, invitees and customers.

8.06 The Lessee shall not assign this Lease or sublet the whole or any part of the Demised Premises without the prior written approval of the Lessor. Should such approval be granted, the Lessee will guarantee the Lease for a period of one year from the date of assignment or sublease, and shall pay a processing fee in the amount of \$800.00 plus GST to the Lessor in advance.

SECTION 9

DEFAULT AND TERMINATION

9.01 If, during the term of this Lease, or any renewal thereof, any of the goods and chattels of the Lessee on the Demised Premises shall be taken in execution or by attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or if the Lessee, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any order shall be made for the winding up of the Lessee the then current rent, and the rent for the next ensuing three (3)

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months shall immediately become due and payable, and the Lessor may give the Lessee written notice of intention to end the term of this Lease on the date specified by the Lessor in the said notice (which date shall not be less than fifteen (15) days after the said notice is given) and on the date so specified (if the event of default shall still continue) the term of this Lease and all right, title and interest of the Lessee hereunder shall thereupon expire as fully and completely as if the said date were the date herein specifically fixed for the expiration of the term of this Lease, and the Lessee shall then surrender the Demised Premises and all of its rights to possession as grantee hereunder in favour of the Lessor.

9.02 The Lessor shall be entitled to distrain for the rent hereby reserved, including accelerated rent, if any, or for any money recoverable by distress upon the goods and chattels of the Lessee wheresoever situate whether located upon the Demised Premises or upon any other premises to which the same may have been removed or wherever the same may be found within the Province of Alberta. Whensoever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee it may use such force as it may deem necessary for that purpose and for gaining admittance to the premises in which such goods and chattels are situate without being liable to any action in respect thereof, or for any loss or damage occasioned thereby and the Lessee hereby expressly releases the Lessor from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any forcible entry or any loss or damage sustained by the Lessee in connection therewith. The Lessee waives and renounces the benefit of any present or future Act of the Legislature of Alberta taking away or limiting the Lessor's right of distress. The Lessee shall have no claim upon the Lessor for the value of the unexpired term of this Lease.

9.03 It is stipulated and agreed that in the event of termination of this Lease by the Lessor pursuant to default of the Lessee, the Lessor shall forthwith and notwithstanding any other provisions of this Lease, or any rule of law or equity to the contrary, be entitled to recover from the Lessee as a genuine pre-estimate by the parties thereto of the damage suffered by the Lessor and as and for liquidated damages, and not as penalty, an amount equal to the rents reserved for the unexpired portion of the term hereby demised. Alternatively, and in the sole discretion of the Lessor, in the event of termination of this Lease by the Lessor pursuant to the provisions hereof, the Lessor may, but shall not be obliged, to re-let the Demised Premises for such rates and on terms and conditions deemed to be reasonable by the Lessor. In the event that all amounts owing hereunder shall not be realized, including all expenses of re-letting and collecting, to satisfy the rents hereby reserved, the Lessee agrees to satisfy and pay any deficiency. The failure or refusal of the Lessor to re-let the Demised Premises or any part or parts thereof, in any event shall not release or affect the Lessee's liability hereunder.

9.04 The Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the

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Lessor obtaining possession of the Demised Premises by reason of the violation by the Lessee of any of the covenants and conditions of this lease or otherwise.

9.05 The Lessee shall pay to the Lessor interest at the rate being equal to the greater of:

- (a) Twenty-four (24%) percent per annum, or
- (b) six (6%) percent per annum in excess of the prime rate of interest from time to time charged by the Royal Bank of Canada.

on all overdue payments required to be made by the Lessee under any one or more of the provisions of this lease.

SECTION 10

EXPROPRIATION AND DEMOLITION

10.01 If at any time during the term of this Lease, title is taken by the right or exercise of condemnation or expropriation to all or materially all of the said lands and/or the said building (whether or not including the Demised Premises) the Lessor may, at its option, give notice to the Lessee terminating this Lease on the date stated in the notice or this Lease may be terminated by the operation of law, as the case may be. On either such termination, the Lessee shall immediately surrender the Demised Premises and all its interest therein to the Lessor and to the expropriating authority as the law and circumstances may require, and the rent shall abate and be apportioned to the date of termination and the Lessee shall forthwith pay to the Lessor, the apportionate rent and all other amounts which may be due to the Lessor up to the date of such termination. The Lessee shall have no claims upon the Lessor for the value of 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 Demised 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 Lessor specifically includes an award for the Lessee, the Lessor will account therefor to the Lessee. For the purpose of this clause "materially all" shall mean that in the opinion of the Lessor and the Lessee the said land and the said building cannot be reasonably used for the purpose defined in **Paragraph 8.01** of this Lease, and in the event that the Lessor and Lessee cannot agree within fifteen (15) days of such taking then the matter shall be submitted to arbitration, pursuant to the provisions of the Arbitration Act of the Province of Alberta.

10.02 Notwithstanding anything in this Lease to the contrary contained, in the event that at any time from time to time the Lessor shall determine to demolish, renovate, redesign or expand the said building, the Lessor shall be entitled to terminate this Lease upon giving the Lessee six (6) months written

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notice of such intention to demolish, renovate, redesign or expand, in which event this Lease shall be terminated at the expiration of the said period of six (6) months.

SECTION 11 **DESTRUCTION**

11.01 PROVIDED THAT IT IS EXPRESSLY AGREED that if during the term hereby demised the said building, or any part thereof, in which the Demised Premises are situate shall be destroyed or damaged by fire, lightning, tempest, impact from aircraft, acts of God or the Queen's enemies, riots, insurrections, explosion, structural defects or weaknesses, or other casualty the following provisions shall have effect:

11.01.01 If the Demised Premises are rendered partially unfit for occupancy by the Lessee, the rent hereby reserved shall abate in part only in the proportion that the part of the Demised Premises rendered unfit for occupancy by the Lessee bears to the whole of the Demised Premises and continuing until the Demised Premises have been rebuilt, repaired and restored. In the event that the Demised Premises are rendered wholly unfit for occupancy by the Lessee, the rent hereby reserved shall abate in whole until the Demised Premises have been rebuilt, repaired and restored, if such is to be done. All rebuilding, repairing and restoration shall be done by the Lessor with reasonable diligence;

11.01.02 In the event of substantial destruction of the Demised Premises, or of the said building, (even though the Demised Premises may not be affected), the Lessor may within sixty (60) days after destruction and on giving written notice to the Lessee, declare this Lease terminated as at the date of the substantial destruction, and in any event, rent shall be apportioned and shall be payable up to the time of such destruction, and the Lessee shall be entitled to be repaid by the Lessor any rent paid in advance and unearned or a proportionate part thereof. The expression "substantial destruction" shall mean such damage as, in the opinion of the Lessor's Architect, requires substantial alteration or reconstruction of the Demised Premises or of the said building, or such damage to the said building as, in the opinion of the Lessor's Architect, cannot be repaired within thirty (30) days from the time of such damage, having regard to the weather conditions prevailing at the time such damage occurs, and having further regard to the availability of materials and labour.

SECTION 12 **INSURANCE AND INDEMNITY**

12.01 The Lessor covenants and agreed to place and maintains:

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12.01.01 Insurance against fire and other risks as are included in a standard fire and extended coverage insurance contract in an amount equal to the full replacement value (excluding excavations and foundations) of the said building and equipment of the entire premises, boiler and machinery insurance and rent interruption insurance; but subject to whatever deductible as may be imposed or required by the insurer, and

12.01.02 Public liability insurance in respect of all common areas of the entire premises with limits of not less than Two Million (\$2,000,000 00) Dollars for anyone occurrence, and

12.01.03 Any and all other insurance considered necessary by the Lessor acting reasonably as a prudent owner.

12.02 The Lessee shall place and maintain, in amounts and with insurance satisfactory to the Lessor, at the Lessee's sole expense:

12.02.01 Policies of public liability and property damage insurance and Lessee legal liability insurance insuring the Lessor and the Lessee against all sums which the Lessor or the Lessee may become obliged to pay as damages by reason of injury to persons or damage to or destruction of property in and upon the Demised Premises or the entire premises, which at the commencement of this Lease shall not be less than the following limits, namely:

12.02.01.01 Bodily injury or death of any one person \$2,000,000.00

12.02.01.02 Property damage \$2,000,000.00

12.02.02 Insurance for replacement of all doors, windows and glass in the Demised Premises from damage howsoever caused; and

12.02.03 Insurance for damage sustained due to burglary, or attempted burglary, of the Demised Premises; and the Lessee shall, prior to gaining entry to all or part of the Demised Premises, deliver to the Lessor Certificates of such insurance, or the original or a certified copy of such insurance policies.

12.03 Save for the negligence of the Lessor, its employees, agents, invitees, licensees assigns and successors, The Lessor shall not be responsible in any way for injury to any person or for loss or damage to any property belonging to the Lessee or to employees, agents, invitees or licensees of the Lessee while such person or property is in or about the entire premises, including the foregoing, any loss or damage to any such property caused by theft, breakage or by steam, water, rain or snow which may leak into, issue or flow from any part of the entire premises or any adjacent or neighbouring lands or premises or from water, steam or drainage pipes or plumbing works of the same, or from any other place or quarter, or for any damage caused by or attributable to

the condition or arrangement of any electric or other wiring, nor for any damage caused by anything done or omitted to be done by any other tenant of the entire premises. The Lessee covenants to save, defend, hold harmless and indemnify the Lessor against any and all suits, claims, actions or demands of any nature of kind to breach, violation of non-performance by the Lessee of any covenant, terms or provisions hereof, or by reason of any injury occasioned to or suffered by any default on the part of the Lessee or any of the Lessee's employees, agents, invitees, or licensees or arising out of the use and occupation by the Lessee of the Demised Premises and the business conducted therein.

12.04 Notwithstanding anything in the Lease to the contrary, the indemnification by Lessee shall be only for claims by third parties and not for claims by Lessee. Additionally, the Lessor shall save, defend, indemnify and hold Lessee harmless from and against any and all claims, including but not limited to: violation or non-performance by the Lessor of any covenant, terms or provisions hereof and/or any claims by any third parties for any loss or damage to property or person to the extent caused by the acts or omissions or negligence of Lessor or its agents or employees or invitees or licensees (collectively "Lessor Releasors") arising out of the use or presence of the Lessor Releasors on the Demises Premises, the entire premises or otherwise. The indemnities and releases set forth in the Lease as modified and supplemented by this paragraph 12.04 shall survive the expiration of the term of this Lease.

SECTION 13 **MISCELLANEOUS COVENANTS**

13.01 The Lessor may mortgage the entire premises, or any part thereof.

13.02 The Lessee agrees that the Lessor shall have the right, within the six (6) months next preceding the termination of the said term, to place upon the Demised Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Lessee, stating that the Demised Premises are for sale or lease and the Lessee will not obscure such notice or permit on the same to be removed or obscured.

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

13.04 Whenever and to the extent that the Lessor shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation hereunder in

Lessor's initials *HS*
Lessee's initials *A.Y*

respect of the supply or provisions of any service or utility, or the doing of any work, or the making of any repairs, by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligation, or by reason of any statute, law, or order-in-council, or any regulation or order passed or made pursuant thereto, or by reason of the board of direction of any government department or officer or other authority thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Lessor shall be relieved from the fulfillment of such obligation and the Lessee shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned. If the Lessor shall be unable to obtain the material as hereinbefore provided, but the Lessee can provide the required material without infringing on any of the governmental regulations in force, the Lessor shall avail itself of such material in order to do any work or make any repairs as hereinbefore provided.

13.04.01 Notwithstanding any contrary provisions of the Lease, if Lessor defaults in the observance or performance of any term or covenant required to be performed by it under the Lease, the Lessee after not less than 30 days notice to Lessor may, but shall not be obligated to, remedy such default and in connection therewith may pay or incur reasonable expenses. Notwithstanding the foregoing, Lessee shall not have such right in the event Lessor takes action to cure the default within such 30 day period but is unable, by reason of the nature of the work involved, to cure the same within such period, provided Lessor continues such work diligently and without unnecessary delays. Additionally, Lessee shall have the right to remedy any default of an emergency nature in the event Lessor fails to commence curing any default creating an emergency situation promptly upon being given notice which is reasonable under the circumstances, and Lessee shall have the right to remedy such a default without notice (if the giving of notice is not reasonably practicable) in the event of an emergency. All sums expended or obligations incurred by Lessee in connection with the foregoing shall be paid by Lessor to Lessee upon demand.

13.05 If the Lessee shall fail to perform any of the covenants or obligations of the Lessee under or in respect of this Lease the Lessor may, from time to time in its discretion, perform or cause to be performed any of such covenants or obligations, or any part thereof, and for such purpose may do such things as may be requisite, including without limiting the generality of the foregoing, enter upon the Demised Premises, or any part thereof, as the Lessor may consider requisite or necessary. All expenditures made by or on behalf of the Lessor under this paragraph shall be paid by the Lessee within ten (10) days and if not paid shall bear interest at the rate being equal to the greater of:

- (a) Twenty-four (24%) percent per annum; or
- (b) Six (6%) percent per annum in excess of the prime rate of interest from time to time charged by the Royal Bank of Canada;

from the date the same were incurred or made. In the event of the Lessee breaching the terms of this Lease in any respect whatsoever, and the Lessor instructing its solicitors to enforce the Lessor's right pursuant to the provisions hereof (and specifically in relation to the collection of rent and any and all costs collectible as rent), the Lessee shall be obliged to make payment of the costs of the Lessor's solicitor and his client basis.

13.06 All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one part to another shall, unless otherwise specifically provided for herein, be given in writing and be personally served or delivered by registered post, addressed to such other party or delivered to such other party as follows:

To the Lessor at: #700, 10339-124 Street
Edmonton, Alberta T5N 3W1

To the Lessee at: 12817 – 66 Street
Edmonton, Alberta T5C 0A4

or at the Demised Premises, or at such other address as the other parties hereto may have been duly notified. Any notice, request, demand or other communication given by mail as aforesaid and posted anywhere in Canada, far northern points excepted, shall be deemed to have been received at 12:00 o'clock noon on the third business day following the posting thereof, except during times of disruption in normal postal service, in which case any such notice, request, demand or other communication shall be deemed to have been received upon actual receipt thereof.

13.07 The Lessee covenants and undertakes to abide by and comply with all by-laws, laws and regulations of every municipal or other authority which in any manner relates to or affects the business or profession carried on and conducted on the Demised Premises and to indemnify and save harmless the Lessor from all cost, charges or damages to which the Lessor may be put or suffered by reason of the breach by the Lessee of any such by-law, rule or regulation.

13.08 All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties, and if there shall be more than one Lessee, they shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall enure to the benefit of any assignee, sub-Lessee, licensee or concessionaire of the Lessee unless the assignment, subletting, license or concession has been approved by the Lessor in writing as provided in **Paragraph 8.06** hereof.

13.09 This Lease and all rights of the Lessee is and are subordinate to any charge of any mortgage or mortgages, or the charge resulting from any other

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Lessee's initials A.Y

method of financing or refinancing, declaration of trust, debenture issue, or any other such method of financing, or refinancing, now or hereafter in force against the entire premises, or any part thereof, and to all advances made, upon the security hereof. This section shall be required unless requested by any encumbrance in which case the Lessee shall, upon the request of the Lessor, forthwith and in any event within 5 days execute and deliver a further written instrument in such form as the Lessor shall reasonably require.

The Lessor may assign the rent hereunder to such encumbrance and notice to that effect, signed by the Lessor, shall be sufficient authority for the Lessee to pay rent, or such portion thereof as it assigned, to the encumbrance, and the receipt thereof by the encumbrance shall be a full and adequate discharge to the Lessee for such payment.

13.10 Should the Lessor convey or assign its interest in the entire premises or otherwise divest itself of its interests in the entire premises it shall be relieved of all obligations under this Lease after the date of delivery of any such conveyances, assignment or transfer, save and except:

13.10.01 For the obligation to account to the Lessee for any monies then due and payable to the Lessee by the Lessor pursuant to this Lease, and

13.10.02 That all of the terms and conditions of this Lease shall remain in full force and effect and any obligations of the Lessor hereunder shall be assumed by the assignee or the purchaser.

13.11 In addition to all other costs and charges required to be paid by the Lessee hereunder the Lessee shall pay to the Lessor in respect of any cheque returned because of insufficient funds or for any other reason the sum of Fifty (\$50.00) dollars which shall be collectible by the Lessor as additional rent.

13.12 The Lessee agrees that in the event of a conveyance, assignment or other divesting of an interest as in **Paragraph 13.10** described, the Lessee shall from time to time, upon not less than Five (5) days prior notice, execute and deliver to the Lessor, in addition to any statement required pursuant to **Paragraph 4.03** hereof, a statement in writing, addressed to the person, firm or corporation acquiring the said interest stating that the Lessee shall pay all future rents to such person, firm or corporation or their nominee.

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

13.14 This Lease may not be modified or amended except by an instrument in writing signed by the parties hereto, or by their heirs, executors, administrators, successors or assigns.

Lessor's initials 745
Lessee's initials A.Y

13.15 All sums required to be paid by the Lessee under this Lease and which are in addition to the Basic Rent shall be deemed to be additional rent, and shall be collectible by the Lessor as rent.

13.16 If any term or provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

13.17 The Lessee hereby accepts this Lease of the above described premises to be held by it as lessee and subject to the restrictions, conditions and covenants above set forth.

13.18 This Lease shall be construed in accordance with the laws of the Province of Alberta.

13.19 The captions in this Lease form no part of this Lease and shall be deemed to have been inserted for convenience only.

13.20 Unless the contrary intention appears the words "Lessor" and "Lessee" shall mean respectively, "Lessor and its successors and/or assigns" and "Lessee, its heirs, executors administrators, successors and permittee assigns" and if there is more than one Lessee or the Lessee is a female or masculine person this Lease shall be read with all grammatical changes appropriate by reason thereof and all covenants and liabilities and obligations shall be joint and several.

13.21 The Lessee shall provide post-dated cheques for monthly payments of rent as reasonably requested by the Lessor.

13.22 The Lessee shall not allow any pollutant to be placed, handed, stored or disposed of on under or at the Demised Premises and common areas without the prior written approval of the Lessor.

13.23 During the term of this Lease, the Lessee shall be responsible for the following at the sole cost and expense of the Lessee:

- a) All utility facility installations and/or repairs, and the cost of all utilities consumed in the Demised Premises;
- b) Waste removal facility installation/arrangement and waste service charges for the Demised Premises;
- c) Any improvement, repair, maintenance or replacement of Demised Premises, undertaken by the Lessee solely, and any equipment or devices used or purchased by the Lessee;
- d) All licenses and permits necessary for the Lessee to run the business;

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Lessor's initials 745
Lessee's initials A.Y

e) The Lessee shall properly and sufficiently repair and maintain the Demised Premises (including designated parking areas), including but not limited to: repair or replace signs, inside and outside glass windows, doors, light fixtures and bulbs etc.

13.24 Notwithstanding any other terms in this Agreement or that the Demises Premises are being leased AS IS, WHERE IS, the Landlord represents and warrants to the Tenant that:

- (a) The Landlord is a Corporation duly incorporated and organized and validly subsisting under the Laws of the Province of Alberta;
- (b) The Landlord has the legal right, good and marketable title, and authority to lease the Leased Space;
- (c) The building, equipment, and all other contents in and on the leased space are in working order prior to the date of possession;
- (d) The current use of the land and building comprising the Leased Space complies with the existing municipal land use bylaws;
- (e) The building and other improvements on the Leased Space are not placed partly or wholly on any easement or utility right-of-way and are entirely on the Leased Space and do not encroach on neighbouring lands, except where an encroachment agreement is registered on title;
- (f) Except as otherwise disclosed, the Landlord is not aware of any defects that are not visible and that may render the Leased Space dangerous or potentially dangerous to occupants; unfit for habitation or the use of the Tenant and the business it carries on;
- (g) The Landlord has insurance as required and mandated by the Landlord's mortgagee, Servus Credit Union for the Leased Space
- (h) The Landlord has disclosed all material information pertaining to the transaction contemplated in this Agreement to Lease and agrees that the representations and warranties given in this Agreement to Lease are accurate and complete.

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

WITNESS: _____ LESSEE: NABATI FOODS INC. A.Y. HS
YEMIRA TRADING INC.

PRINT NAME: AHMAD YEMIRA PER: [Signature]

WITNESS: _____ LESSOR: TRANSGLOBE HOLDINGS LTD.

PRINT NAME: Jason Shi PER: [Signature]

DATED: AUG 7 2020

Lessor's initials HS
Lessee's initials A.Y.

SCHEDULE "A"
RULES AND REGULATIONS

1. The Lessee shall not perform any acts or carry on any practice which may injure the common areas or be a nuisance to any other lessees/tenants of premises situated in the entire premises.
2. The Lessee shall not burn any trash or garbage in or about the Demised Premises or anywhere within the confines of the entire premises.
3. The Lessee shall not keep or display any merchandise, without prior consent of lessor which shall not be unreasonably withheld, on or otherwise obstruct the sidewalks, wall of other areas adjacent to the Demised Premises.
4. Lessee shall not overload any floor of the Demised Premises.
5. The Lessee shall at all times keep the Demised Premises in a clean and sanitary condition in accordance with the laws and directions, rules and regulations of any government or municipal agency having jurisdiction.
6. The Lessee shall not grant any concessions, licenses or permission to any third parties to sell or take orders for merchandise or services in the Demised Premises without the prior written approval of the Lessor.
7. The Lessee agrees that all loading and unloading of merchandise, supplies, materials, garbage, refuse and other chattels shall be made only through or by means of such areas, doorways or corridors, if any, as the Lessor has now designated.
8. For the benefit and welfare of all or any lessee of premises in the entire premises, the Lessor shall have the right to issue further reasonable Rules and Regulations and such further Rules and Regulations shall thereupon be binding upon the Lessee.
9. The Lessee shall keep their premises clean and hygienic at all times and will also clean the exterior display windows/doors of their premises regularly.
10. The Lessee shall use only contractors approved by the Lessor for general maintenance/renovation of its unit; the Lessee shall not start such maintenance/renovation without prior consent of Lessor which shall not be unreasonably withheld.
11. The Lessee shall use necessary measures to monitor and reduce any public loitering and unacceptable behaviours at the premises.

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Lessee's initials A.Y

SCHEDULE "B"
COMMON AREAS

1. The Lessee and the employees, invitees and licensees of the Lessee (subject and except as in this Lease provided) shall have the right to use, as appurtenant to the Demised Premises, during the term of this Lease, in common with others entitled thereto from time to time the following:

the common entrances, truckways, platforms, lavatories, elevators, parking areas, driveways, walkways, flower beds, lawns, ramps and other common areas, if any, in the entire premises as may from time to time be designated by the Lessor for the use of or benefit of the Lessee or customers of the Lessee or for the purpose of ingress to or egress from the Demised Premises.
2. The term "common areas" when used in this Lease means the common areas mentioned in Clause 1 of this **Schedule "B"**.
3. Notwithstanding anything in this Lease contained, the Lessor shall have the right to make such changes and improvements or alterations as the Lessor may from time to time decide in respect of the common areas, or any part thereof, including (without limiting the generality of the foregoing) the walkways, parking areas, driveways and any other improvements thereto or erections thereof (except the Demised Premises) including the right to change the size or shape thereof, erect buildings thereof or sell or lease part or parts thereof.
4. The Lessor shall have the right to issue reasonable Rules and Regulations from time to time respecting the use of the said common areas.

Lessor's initials HS
Lessee's initials A.Y

SCHEDULE "C"

LESSEE'S ESTOPPEL CERTIFICATE
(Pursuant to **Paragraph 4.02**)

THE UNDERSIGNED, the Lessee in the Lease between Lessor and the undersigned, dated 7 day of AUG A.D., 2020 CERTIFIES:

1. THAT the Lessee's obligation to pay rent pursuant to **Section 4** of the Lease commenced on the ~~1st~~ ^{16th} day of AUGUST, A.D. 2020.
2. THAT the Lease has not been altered or amended since the time of execution and is in full force and effect in accordance with its original terms.
3. THAT the Demised Premises, measured as provided in **Paragraph 3.01** of the Lease, actually comprises an area of 2067 square feet more or less. The Basic Rent reserved pursuant to **Section 5** of the aforesaid measurement is: \$ 2067 per month, GST excluded.
4. THAT the Lessee is in possession of the Demised Premises.
5. THAT the Lease is an absolute net Lease and that the Lessee is paying (and has paid) effective to the 7 day of AUGUST A.D., 2020 Basic Rent (as adjusted) and all other charges, including, without limitation, the occupancy costs referred to in **Section 6**, pursuant to the said Lease, and commenced paying the same on the date that the Lessee's obligation to pay rent commenced, as aforesaid.
6. THAT the amount of prepaid rent or security deposit held by the Lessor is \$ 2067.
7. THAT the Demised Premises have been completed in accordance with any obligations of the Lessor and the Demised Premises are entirely satisfactory and suitable for the use thereof as contemplated by the Lessee.
8. THAT neither the Lessor nor the Lessee is in default in respect of the Lease.
9. THAT the Lessee has no claims, charges, defence, right to set-off, lien abatement or counterclaim against the Lessor in respect of rent or otherwise.

DATED at the City of Edmonton, in the province of Alberta, this 7 day of AUG A.D., 2020.

Signed: [Signature] : 11:26 AM
Print Name: AHMAD YEHYA POSITION: president

Lessor's initials AS
Lessee's initials A.Y

SCHEDULE "D"
IMPROVEMENTS

A. GENERAL CRITERIA

1. The Lessee is responsible for the preparation of all design and working drawings and specifications relating to renovation of the premises.
2. The Lessor reserves the right to withhold approval of any plans or specifications and/or the authorization of work to proceed until furnished with reasonable evidence or provision(s) made by the Lessee to pay the full cost of the work which is the responsibility of the Lessee and/or discharge any liens that may arise there from.
3. The Lessee will have exclusive use to two (2) parking stalls at the rear of the building at locations arranged by the Landlord. The Landlord waives the monthly charge for the parking stalls.

B. LESSOR'S WORK:

The Lessor will remove all furnishings, lawnmower and non attached goods upon possession. The Lessee is renting the space on an "as is and where is" basis.

C. LESSEE'S WORK

1. The Lessee shall be responsible for and bear the cost of all work required to complete the premises for occupancy, including materials and labour. The Lessee shall comply with all rules, codes and authorities in the completion of leasehold improvements.

The Lessee shall ensure that the Lessee's Work is completed in a professional manner with standards acceptable to the Lessor.

2. No construction work shall be undertaken or commenced by Lessee, save with the express prior consent of Lessor until:
 - (a) plans and specifications fully describing the work, or changes to work previously approved, have been submitted and approved by Lessor;
 - (b) Lessor has given notice that the work can proceed;
 - (c) all necessary building and all conventional insurance coverage have been obtained by Lessee, and
 - (d) proper provision has been made for payment in full of cost of work.

Lessor's initials MS
Lessee's initials A.Y

SCHEDULE "D-1"
NON-COMPLIANCE

1. In the event of non-compliance by Lessee with any of the provisions of the Lease or any other similar agreement relative to construction or occupation of the premises including the construction procedures, the Lessor, in addition to and not in lieu of any other right or remedy, may and shall have the right in its discretion:

- (a) If the Lease contemplated by the Parties has not yet been fully executed:
- (i) to decline to execute the same unless Lessee forthwith remedies the default; or
 - (ii) to withdraw its acceptance of the Offer and declare the agreement between the Parties arising from its acceptance or any similar interim agreement terminated.

- (b) If the said Lease has been fully executed:
- (i) to declare and treat the Lessee's non-compliance as a default or breach of covenant under the Lease and exercise any right available under law and the provisions of the Lease including the right to termination.

2. In the event the termination pursuant to the above provisions the Lessor may further elect relative to any work done by the Lessee to date of such termination to either:

- (a) retain for its own use without payment therefore all or any Lessee's work which has been commenced, installed or completed; or
- (b) forthwith demolish or remove all or any work and restore the premises to the condition in which the same were prior to commencement, installation or completion of all such of the Lessee's work as is so demolished or removed and recover the cost of so doing from the Lessee.

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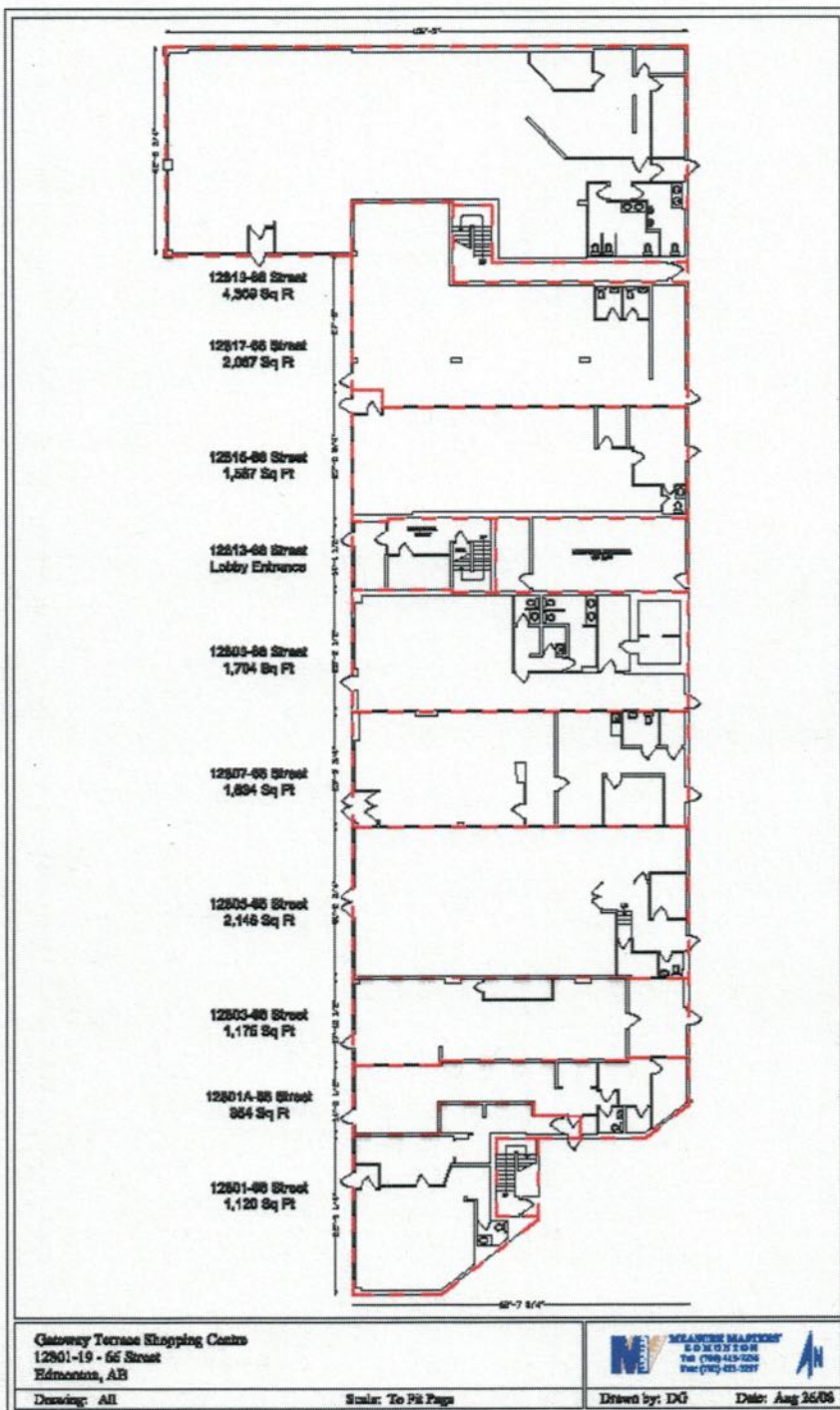
Lessor's initials *RS*
Lessee's initials *A.Y*

SCHEDULE" E
RENEWAL OPTION

This Lease will terminate at the end of the Term, but can be re-negotiated for further terms between the parties.

Lessor's initials MS 27
Lessee's initials A.Y

SCHEDULE "F" **FLOOR PLAN**



Lessor's initials RS
Lessee's initials A.Y