

STORAGE LOCKER AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2020

BETWEEN:

bcIMC REALTY CORPORATION and LIVINGSTON PLACE HOLDINGS INC.

(hereinafter called the “**Landlord**”)

OF THE FIRST PART,

AND:

(hereinafter called the “**Tenant**”)

OF THE SECOND PART.

WITNESS THAT:

1. The Landlord is the registered owner of property located at Livingston Place (the “**Building**”).
2. The Landlord and the Tenant are parties to a lease dated the ____ day of _____, 2020, in respect of certain premises in the Building (the “**Lease**”).
3. The Landlord has agreed to grant to the Tenant the right to use the storage unit(s) within the Building and more particularly described in Schedule “A” attached to this Agreement (the “**Area**”).

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant, intending to be bound, agree as follows:

1. The Landlord hereby grants to the Tenant a license to use the Area during the term of this Agreement.
2. The term of this Agreement shall commence on January 1, 2020 (the “**Commencement Date**”), and shall end on the earlier of (a) December 31, 2020, and (b) expiry or sooner termination of the term of the Lease (the “**Term**”). The parties expressly agree that the Tenant shall have no further right to use or occupy the Area following expiry or termination of the Term, nor shall the Tenant be entitled to any right to extend the Term. Notwithstanding the foregoing, either party may terminate this Agreement prior to expiry of the Term upon providing written notice to the other party, whereupon this Agreement shall terminate on the day that is thirty (30) days after the last day of the month in which either party delivers such notice of the termination to the other party. Any such notice of termination, or other notice pursuant to this Agreement, shall be delivered to the parties at the address set out below, or such other address as a party provides written notice of from time to time.

Address of Tenant: _____

Email of Tenant: _____

Phone Number
Of Tenant: _____

Address of Landlord: c/o QuadReal Property Group Limited Partnership
Suite 2810, 308 – 4th Ave SW, Calgary, Alberta, T2P 0H7
Attn: Property Manager

3. Rent for the Area shall be:

- (a) subject to the provisions of 3(b) hereof, the Tenant shall pay to the Landlord as a one-time fee, in advance on or before the Commencement Date, the sum of \$120.00 plus applicable taxes payable to QRPG LP ITF Livingston Place, representing rent for the entire Term and calculated on the basis that the rental rate for the Area is \$10.00 per month; and
- (b) the amount set forth in 3(a) above shall be subject to upward adjustment to current market rates from time to time as determined by the Landlord for storage space in the Building, upon Landlord giving Tenant thirty (30) days prior written notice of such adjustment.

The Tenant will, within thirty (30) days of the Landlord providing notice of any adjustment of rent pursuant to 3(b) above, pay to the Landlord an amount equal to the increase in rent over the then remaining balance of the Term. Upon expiry or termination of this Agreement (including without limitation any early termination pursuant to Section 2 hereof), the Landlord shall refund to the Tenant any overpayment of rent.

4. It is agreed that:

- (a) the Tenant will comply with such reasonable rules and regulations as the Landlord may from time to time impose in respect to the use of the Area;
- (b) the Tenant has no claim to the Area other than as in this Agreement. Without limiting the generality of the foregoing, the Tenant shall not use those portions of the Building adjacent or leading to the Area for any other purpose other than to gain access or egress to the Area;
- (c) the Tenant shall indemnify and defend the Landlord and those from whom the Landlord is responsible at law against any liability, claim for loss, damage or expense allegedly or actually arising in respect to the use of the Area or the use of any of the Landlord's premises used to gain access or egress to the Area. This provision shall survive the expiry or sooner termination of this Agreement;
- (d) the Landlord shall not be directly or indirectly liable to the Tenant for any death or injury to any person or theft of, fire or damage to property arising from the Tenant's use of the Area or the Tenant's use of the Landlord's premises used to gain access or egress to the Area, including without limitation whether due to the negligence of the Landlord or that of its agents, employees, servants or otherwise;
- (e) the Tenant shall not assign this Agreement or sub-license or authorize any usage of the Area by any other party;
- (f) the Tenant shall maintain the Area in a clean and tidy condition to the satisfaction of the Landlord, failing which the Landlord may do so at the Tenant's sole cost and expense;
- (g) the Tenant shall not bring into the Building or store in Area any explosive, inflammable or offensive substances or any other goods or substances that may be prohibited by the

Landlord from time to time in its sole and unfettered discretion. In the event that the Landlord, in its sole discretion, determines that the Area is being used in an offensive manner, without limiting any other rights or remedies available to the Landlord at law or in equity, the Landlord shall have at its option the right to immediately terminate this Agreement without notice to the Tenant and to enter into the Area and at the expense of the Tenant remove the property stored therein;

- (h) the Landlord shall provide a lock to the Area to the Tenant, at the Tenant's expense, for the Tenant's use during the Term. On or before the Commencement Date, the Tenant shall provide the Landlord with the code for the lock to the Area (the "**Code**"). The Tenant shall not change the lock or the Code during the Term without the prior written consent of the Landlord, acting reasonably. In the event the Code is changed in accordance with this provision, the Tenant shall, prior to effecting such change, inform the Landlord of the new code;
- (i) the Tenant shall not to make any improvements or alterations to the Area without the prior written approval of the Landlord, in its sole and unfettered discretion; and
- (j) the Landlord or its agents may enter upon the Area at any time and from time to time, for the purposes of inspecting and making repairs, alterations, additions or improvements to the Area or for such other purposes as may be required by the Landlord from time to time.

5. In the event that the Tenant is in default of any of the terms or covenants contained in this Agreement, then without limiting any rights or remedies available to the Landlord at law or in equity, the Landlord may at its option terminate this Agreement by providing written notice thereof to the Tenant.

6. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Landlord, the permitted assigns of the Tenant and (if the Tenant is an individual) the personal representatives of the Tenant.

7. This Agreement may be executed by the parties and transmitted by fax or other electronic means and, if so executed and transmitted, this agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

8. This Agreement may be executed in any number of counterparts which, taken together, will be deemed to be one and the same instrument.

9. This Agreement shall be governed by the laws of Alberta and Canada applicable therein.

10. The parties agree that this Agreement does not grant the Tenant an interest in the Building or the lands upon which the Building is situate, and the Tenant shall not have the right to and agrees not to file a caveat or notice or other registration against title to such Building or lands in respect of this Agreement.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this Agreement on the day and year first above written.

LANDLORD:

TENANT:

bclMC REALTY CORPORATION

Per: _____
Name:
Title:

Per: _____
Name:
Title:

LIVINGSTON PLACE HOLDINGS INC.

Per: _____
Name:
Title:

SCHEDULE "A"

Area granted under this Agreement:

Building: Livingston Place, West Tower

Floor: +15 Level, Fitness Centre

Storage Locker: # _____