

MILNER POWER INC.

as Landlord

- and -

MINE 14 OPERATIONS INC.

as Tenant

GROUND LEASE

April 29, 2025

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION6

 1.1 Definitions6

 1.2 Interpretation.....10

ARTICLE 2 DEMISE AND TERM11

 2.1 Grant of Lease.....11

 2.2 Termination of Lease – Substantial Completion11

 2.3 Termination of Lease – Tenant Option.....11

 2.4 Access Over, Maintenance and Repair of Lands11

 2.5 Utilities.....11

ARTICLE 3 PAYMENT OF RENT12

 3.1 Rent12

 3.2 Basic Rent12

 3.3 Additional Rent.....13

 3.4 Payments to Constitute Rent.....14

 3.5 Net Lease14

 3.6 Interest on Amounts in Arrears.....14

ARTICLE 4 ADDITIONAL TENANT COVENANTS.....15

 4.1 Payment of Real Property, Business and Other Taxes15

 4.2 Payment of Utility Services15

 4.3 Goods and Services Tax15

 4.4 Tenant's Share15

 4.5 Authority to Lease15

 4.6 Indemnity Agreement16

 4.7 Additional Security16

 4.8 Observance of Regulations16

 4.9 Quantification of Variable Throughput Payment16

 4.10 Accounting Matters.....17

 4.11 Right to Inspect.....17

ARTICLE 5 LEASEHOLD IMPROVEMENTS.....18

 5.1 Construction of Leasehold Improvements18

 5.2 Approvals, Access Rights, Rights of way, Easements19

 5.3 Liens.....19

 5.4 Ownership of Leasehold Improvements19

5.5	Maintenance and Repair	19
5.6	Repairs by Landlord.....	20
5.7	Replacement, Changes, Alterations and Substitutions	20
5.8	Tenant Not to Commit Waste or Injury	20
5.9	Suppression of Fugitive Dust.....	20
5.10	Removal of Leasehold Improvements	20
ARTICLE 6 PERMITTED USE.....		22
6.1	Permitted Use.....	22
6.2	No Unlawful Purpose.....	22
ARTICLE 7 INSURANCE.....		23
7.1	Property Insurance	23
7.2	Payment of Loss Under Insurance	24
7.3	Landlord's Right to Repair and Receive the Insurance Proceeds	24
7.4	Workers' Compensation Coverage.....	24
7.5	Commercial General Liability	24
7.6	Release of Landlord	25
7.7	Payment of Insurance Premiums	25
7.8	Copies of Insurance Policies	25
7.9	Insurance May be Maintained by Landlord	25
ARTICLE 8 CONDITION OF LEASED LANDS.....		26
8.1	Leased Lands Accepted "As Is"	26
ARTICLE 9 DAMAGE OR DESTRUCTION.....		26
9.1	Rent Not to Abate	26
9.2	Damaged or Partially Destroyed Leasehold Improvements	26
9.3	Replacement, Repair, or Reconstruction of Leasehold Improvements.....	26
ARTICLE 10 UNAVOIDABLE DELAYS.....		27
10.1	Unavoidable Delays	27
ARTICLE 11 INSPECTION		27
11.1	Inspection by Landlord	27
ARTICLE 12 INDEMNITY		27
12.1	Indemnify Landlord	27
12.2	Injury, Damage, or Loss of Property	28
12.3	Indemnification Survives Termination of Lease.....	28

ARTICLE 13 SUBLETTING AND ASSIGNING.....	28
13.1 Subletting and Assigning	28
13.2 Change of Control.....	28
13.3 Mortgaging by Tenant	29
13.4 Tenant to Comply with All of Its Obligations in Respect of Assignments, Subleases, Tenancies, and Mortgages.....	29
13.5 Sale of Fee Simple	29
ARTICLE 14 MORTGAGE.....	29
14.1 Rights of Mortgagee	29
14.2 Notice to and Remedies of Mortgagee.....	30
14.3 Mortgage Subject to Landlord's Rights Under Lease	32
14.4 Protection of Mortgagee (Tri-Party Agreements).....	32
ARTICLE 15 DEFAULT BY TENANT	32
15.1 Events of Default	32
15.2 Remedies.....	33
15.3 Remedies of Landlord are Cumulative	33
15.4 Waiver by Landlord.....	34
ARTICLE 16 COVENANTS OF LANDLORD	34
16.1 Authority to Lease	34
ARTICLE 17 ARBITRATION.....	34
17.1 Referral to Arbitration	34
17.2 Failure to Agree	34
17.3 Binding Decision	34
17.4 Application of Act	35
ARTICLE 18 QUIET ENJOYMENT AND OWNERSHIP OF TENANT'S FIXTURES	35
18.1 Covenant for Quiet Enjoyment.....	35
18.2 Landlord's Right to Further Encumber	35
18.3 Mortgage Subordination	35
ARTICLE 19 OVERHOLDING.....	35
19.1 Overholding	35
ARTICLE 20 NOTICE	36
20.1 Notices	36
ARTICLE 21 ENVIRONMENTAL	36

21.1	Tenant's Covenants	36
21.2	Landlord May Make Enquiries	37
21.3	Environmental Indemnification	38
21.4	Entry and Exit Environmental Reports	38
21.5	Remediation, Remediation Cost Estimate and Security	38
ARTICLE 22 OPTIONS TO EXTEND		39
22.1	Extension	39
ARTICLE 23 MISCELLANEOUS		40
23.1	Certificate of Good Standing	40
23.2	Registration	40
23.3	Non-Juridical Day	40
23.4	Non-Waiver	40
23.5	Not a Partnership or Joint Venture	41
23.6	Entire Agreement	41
23.7	Applicable Law	41
23.8	Enurement	41
23.9	Severability	41
23.10	Time is of the Essence	41
23.11	Counterpart Execution	41

GROUND LEASE

GROUND LEASE dated as of April 29, 2025 between MILNER POWER INC. (the "**Landlord**") and MINE 14 OPERATIONS INC. (the "**Tenant**").

WHEREAS the Landlord is the registered owner of the Lands (as hereinafter defined).

AND WHEREAS the Tenant wishes to lease the Leased Lands (as hereinafter defined) for the purpose of constructing, operating and maintaining the Facility (as hereinafter defined).

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1, for all purposes of this Lease unless otherwise specifically provided, have the following meanings:

- (a) "**Additional Rent**" means the amounts, if any, payable by the Tenant which are expressed herein to be added to and made part of Additional Rent, including those amounts set forth in Section 3.3 hereof;
- (b) "**Adverse Environmental Conditions**" means the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Environmental Contaminants from or on to the Leased Lands;
- (c) "**Applicable Laws**" means all federal, provincial, regional, local and municipal statutes, laws including Environmental Laws, by-laws, codes, rules, orders (including court orders) and regulations in effect from time to time during the Term and made or issued by Governmental Authorities having jurisdiction over the parties hereto, the Lands, the Leased Lands, the Leasehold Improvements, the Other Improvements and associated equipment and property or any of these;
- (d) "**Approvals**" means certifications, approvals, permits, authorizations, licences, consents or similar orders issued by one or more Governmental Authorities related to or affecting the Lands, the Leased Lands, the Leasehold Improvements, the Other Improvements, and associated equipment and property or any of these, and in each case, any operations thereon or ancillary thereto, or any part thereof;
- (e) "**Approved Letter of Credit**" means an unconditional, irrevocable standby letter of credit that:
 - (i) is issued by an Approved Letter of Credit Provider;
 - (ii) provides for the Landlord, a Landlord's Mortgagee or the Balancing Pool as a beneficiary thereof, as the Landlord may direct;

- (iii) provides for a term of not less than 364 days with automatic renewal on or prior to its scheduled expiry date unless the issuer thereof provides notice to each of the beneficiaries thereof at least thirty (30) days prior to such scheduled expiry date that it will not be renewed; and
- (iv) provides that it may be drawn upon by any beneficiary:
 - A. upon notice being provided to the beneficiaries as per clause (iii) above that it will not be renewed;
 - B. providing that it is presentable in any city in Canada; and
 - C. within thirty (30) days following the issuer thereof ceasing to meet the eligibility criteria set out in the definition of Approved Letter of Credit Provider;
- (f) **"Approved Letter of Credit Provider"** means ATB Financial or any chartered bank listed in Schedule I of the *Bank Act* (Canada) which has a credit rating of at least A- by DBRS Limited or the equivalent rating of S&P Global Ratings, Moody's Investor Services, Inc. or Fitch Ratings, Inc., provided that, if such institution ceases to meet this rating, such institution shall cease to be an Approved Letter of Credit Provider;
- (g) **"Architect"** means the independent architect appointed by the Tenant, and approved by the Landlord, acting reasonably, which architect shall be qualified and licensed in the province of Alberta;
- (h) **"Basic Rent"** as of any particular time means the net basic rental provided for herein as specified in Section 3.2 hereof;
- (i) **"Business Day"** has the meaning set forth in Section 20.1 hereof;
- (j) **"Coal"** has the meaning set out in the Royalty Agreement;
- (k) **"Commencement Date"** has the meaning set forth in Section 2.1 hereof;
- (l) **"CPI"** means the Consumer Price Index, annual, not seasonally adjusted, Product and Product Groups: All-items; Geography: Alberta, Baseline: 2002=100 (Table 18-10-0005-01; formerly CANSIM 326-0020) as reported by Statistics Canada.
- (m) **"Dust Control Handbook"** means the dust control handbook attached as Schedule "E" hereto;
- (n) **"Engineer"** means the independent engineer appointed by the Tenant, and approved by the Landlord, acting reasonably, which engineer shall be qualified and licensed in the province of Alberta;
- (o) **"Entry Environmental Report"** has the meaning set forth in Subsection 21.4(a) hereof;
- (p) **"Entry Environmental Baseline Condition"** has the meaning set forth in Subsection 21.4(a) hereof;
- (q) **"Environmental Contaminants"** means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, waste, urea formaldehyde, asbestos, noxious substances, compounds known as

chlorobiphenyls, special waste, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws;

- (r) "**Environmental Laws**" means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any governmental authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants;
- (s) "**Events of Default**" has the meaning set forth in Section 15.1 hereof;
- (t) "**Exit Environmental Report**" has the meaning set forth in Subsection 21.4(b) hereof;
- (u) "**Extension Term**" has the meaning set forth in Section 22.1 hereof;
- (v) "**Facility**" means, a coal processing facility which will receive and treat the Coal, including a rail off-loading facility which itself may include coal truck dump hoppers, crusher(s), coal stockpiles, reclaim hoppers, power supply and conveyors, to be constructed upon the Leased Lands in accordance with the provisions of this Lease, including without limitation, Article 5 hereof;
- (w) "**Final Site Plan**" means the plan attached as Schedule "B" hereto;
- (x) "**Financial Security**" means:
 - (i) specific cash collateral pledged by the Tenant pursuant to a collateral security agreement granted in favour of the Landlord; or
 - (ii) an Approved Letter of Credit,

which in each case shall be assignable to either the Landlord's Mortgagee or to the Balancing Pool as the Landlord may direct.
- (y) "**Good Industry Practice**" means the practices, methods and acts that would be adopted at the relevant time by a commercially reasonable and prudent Person undertaking decommissioning and reclamation activities of a similar facility and lands to the Leased Lands and the Leasehold Improvements, under the same or similar circumstances, which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Industry Practice is not restricted to the optimum or most expensive practice, method or act to the exclusion of all others, but rather comprises practices, methods or acts generally accepted in the environmental industry;
- (z) "**Governmental Authority**" means any federal, provincial, municipal, county or regional government or governmental authority or other law, regulation or rule making entity, and includes any court, department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing;
- (aa) "**GST**" means the goods and services tax payable pursuant to the *Excise Tax Act* (Canada) or such other similar, amended or replacement legislation in force from time to time;
- (bb) "**Holdover Period**" has the meaning set forth in Subsection 5.10(c) hereof;

- (cc) **"Initial Leasehold Improvements"** means the initial construction and installation of the Facility and all other Leasehold Improvements as are reasonably necessary to enable the Tenant to commence its operations from the Leased Lands;
- (dd) **"Indemnifier"** means VALORY RESOURCES INC.;
- (ee) **"Indemnity Agreement"** means the indemnity agreement attached to this Lease as Schedule "D";
- (ff) **"Landlord's Agents"** means the Landlord's servants, agents, employees, contractors or anyone for whom the Landlord is responsible in law;
- (gg) **"Landlord's Mortgagee"** has the meaning set forth in Section 18.3 hereof;
- (hh) **"Lands"** means those lands legally described in Schedule "A" hereto;
- (ii) **"Lease"** means this lease, including all schedules attached hereto;
- (jj) **"Leased Lands"** means that portion of the Lands shown outlined in black on the Final Site Plan, being approximately (4.60) hectares (11.37 acres);
- (kk) **"Leasehold Improvements"** means the Facility and any other improvements to the Leased Lands from time to time constructed upon the Leased Lands by or for the benefit of the Tenant;
- (ll) **"Maxim"** means Maxim Power Corp.;
- (mm) **"Mortgage"** means a mortgage or mortgages upon or in respect of and specifically charging the leasehold interest of the Tenant in the Leased Lands and the Leasehold Improvements or any part thereof and includes any debenture or deed of trust and mortgage to secure any bonds or debentures issued thereunder, and any assignment of rents made to the Mortgagee as security;
- (nn) **"Mortgagee"** means a mortgagee or mortgagees under a Mortgage;
- (oo) **"Non-Modular Improvements"** means the Leasehold Improvements excluding the Removable Equipment and Modular Improvements;
- (pp) **"Other Improvements"** means all improvements to the Lands other than the Leasehold Improvements;
- (qq) **"Person"** or any word or expression descriptive of a person, includes any body corporate and politic, the heirs, executors, administrators, or other legal representatives of such person;
- (rr) **"Prime Rate"** means the prime lending rate of interest for any day expressed as a rate per annum which the Royal Bank of Canada establishes for that day as the reference rate of interest in order to determine interest rates it will charge for commercial loans in Canadian dollars to its Canadian customers as the same may fluctuate and change from time to time;
- (ss) **"Project"** means the combined cycle natural gas fired electrical generation facility with a rated nameplate 300 MW electric generating capacity located adjacent to the Leased Lands.
- (tt) **"Quarter"** means a calendar quarter;

- (uu) **"Quarterly Variable Throughput Reconciliation Payment"** has the meaning set forth in Subsection 3.2(e) hereof;
- (vv) **"Quarterly YTD Variable Throughput Payment Amount"** has the meaning set forth in Subsection 3.2(d) hereof;
- (ww) **"Real Property Taxes"** means all real estate taxes, local improvement rates, school taxes, levies, rates, duties, assessments and charges from time to time imposed against real property, buildings and structures and improvements by Governmental Authorities having jurisdiction, sales or other like taxes and all taxes, levies, rates, duties, assessments and charges which may at any time be substituted therefor or replace the same;
- (xx) **"Remediation Baseline Report"** has the meaning set forth in Subsection 21.5(a) hereof;
- (yy) **"Removable Equipment and Modular Improvements"** means those of the Leasehold Improvements consisting of equipment and modular improvements which, in each case, are located above ground and above concrete foundations and shall include, the wash plant, conveyors, and bins;
- (zz) **"Rent"** means Basic Rent and Additional Rent, and all other amounts payable hereunder by the Tenant to the Landlord excepting Sales Taxes;
- (aaa) **"Review Period"** has the meaning set out in Section 4.10(b) hereof;
- (bbb) **"Road Use and Access Agreement"** means the Road Use and Access Agreement attached as Schedule "C" hereto;
- (ccc) **"Royalty Agreement"** means the royalty agreement dated April 29, 2025 between Maxim and the Tenant in respect of certain royalties and other payments payable to Maxim;
- (ddd) **"Sales Taxes"** has the meaning set out in Section 4.3 hereof;
- (eee) **"Substantially Completed"** the Facility shall be deemed to be Substantially Completed when the Architect or Engineer of the Tenant has issued a certificate to the Landlord, signed and sealed by the Architect or Engineer, certifying that: (i) the Facility is substantially complete in all material respects in a proper and workmanlike manner and in accordance with the applicable plans, specifications, and supporting documents submitted to and accepted by the Landlord upon which the issuance, by the Governmental Authorities having jurisdiction of any development permit and building permits for the Facility has been based, except for deficiencies the correction of which, in the opinion of the Architect or Engineer, is adequately ensured; (ii) all building bylaws and regulations of the Governing Authorities having jurisdiction have been complied with by the Tenant except for deficiencies the correction of which, in the opinion of the Architect or Engineer, is adequately ensured; (iii) all permits for occupancy and operation which may be required by the Governing Authorities having jurisdiction, or otherwise, have been obtained; and (iv) the Facility is ready for occupancy and use;
- (fff) **"Tenant's Agents"** means the Tenant's servants, agents, employees, contractors or anyone for whom the Tenant is responsible in law;
- (ggg) **"Tenant's Remediation Work"** has the meaning set forth in Subsection 21.1(f) hereof;

- (hhh) "**Tenant's Remediation Work Quote**" has the meaning set forth in Subsection 21.5(a) hereof;
- (iii) "**Tenant's Remediation Work Security**" has the meaning set forth in Subsection 21.5(c) hereof;
- (jjj) "**Tenant's Security Deposit**" has the meaning set forth in Section 4.6 hereof;
- (kkk) "**Term**" means the means the initial term of this Lease set forth in Section 2.1 hereof;
- (lll) "**Trustee**" means a trust company duly authorized to carry on business in the Province of Alberta appointed by the Landlord for the purposes of Article 7;
- (mmm) "**Updated Remediation Budget Report**" has the meaning set forth in Subsection 21.5(b) hereof;
- (nnn) "**Variable Throughput Payment**" means the total amount for any applicable period calculated by multiplying the total metric tonnes of raw coal received at the Leased Lands during such period by the Variable Throughput Rate; and
- (ooo) "**Variable Throughput Rate**" means the amount of Ten US dollars and Sixty-Three Cents (\$10.63 USD) per metric tonne of raw coal that is received at the Leased Lands. The Variable Throughput Rate will be subject to adjustment in accordance with Subsection 3.2(g) hereof.

1.2 Interpretation

- (a) All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate section hereof.
- (b) The words "herein", "hereby", "hereunder", and words of similar import refer to this Lease as a whole, including all schedules, and not to any particular article, section, or subsection of the Lease.
- (c) The captions and headings throughout this Lease are for convenience and reference only and the words and phrases used in the captions and headings shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any section or the scope or intent of this Lease, nor in any way affect this Lease.
- (d) The necessary grammatical changes required to make the provisions of this Lease apply in the plural where a party comprises more than one entity and to corporations, associations, partnerships or individuals will be assumed in all cases as though in each case they were fully expressed.

ARTICLE 2 DEMISE AND TERM

2.1 Grant of Lease

The Landlord does hereby lease and demise to the Tenant, and the Tenant does hereby lease from the Landlord, the Leased Lands for a term of Twelve (12) years commencing on the date of this Lease (the "**Commencement Date**") until April 29, 2037 (the "**Term**") in exchange for the payment of Rent by the Tenant and subject to the covenants, terms and conditions hereof.

2.2 Termination of Lease – Substantial Completion

Notwithstanding anything to the contrary contained herein, in the event that the Facility is not Substantially Completed on or before the second (2nd) anniversary of the Commencement Date, this Lease shall automatically terminate and the Tenant shall thereupon surrender the Leased Lands to the Landlord in accordance with the terms and conditions of this Lease, including the Tenant's remediation obligations set out in Section 21.1(f) hereof.

2.3 Termination of Lease – Tenant Option

The Tenant may terminate this Lease at any time prior to the expiry of the Term by providing written notice to the Landlord (the "**Tenant Termination Notice**") in respect of its election to terminate the Lease. The Lease shall terminate on the date that is Sixty (60) days following delivery of the Tenant Termination Notice to the Landlord and thereupon, the Tenant shall surrender the Leased Lands to the Landlord in accordance with the terms and conditions of this Lease, including the Tenant's remediation obligations set out in Section 21.1(f) hereof.

2.4 Access Over, Maintenance and Repair of Lands

The Tenant shall be entitled to use, and shall have non-exclusive access to, any existing or future roads located on the Lands, as may be reasonably necessary for vehicular access to and from the Leased Lands, provided that any such use and access shall be in accordance with the Road Use and Access Agreement attached hereto as Schedule "C" (which the Tenant shall execute and deliver concurrently with the Lease and from time to time upon request by the Landlord) and shall not interfere with the Landlord's or any other occupant's use and enjoyment of the balance of the Lands, including without limitation, the operation of the power plant situate thereon and the Other Improvements.

2.5 Utilities

All issues and matters (including any and all costs and expenses associated therewith) related to or in any way connected with: (a) utilities and/or services; or (b) the provision thereof to the Leased Lands or the Leasehold Improvements, shall be the sole and exclusive responsibility of the Tenant. The parties, each acting reasonably, shall cooperate to establish a utility right-of-way over the Lands to the extent necessary to provide utilities to the Leased Lands (the "**Utility Right-of-Way**"), provided that the Utility Right-of-Way shall be in a location so as to minimize any adverse impact on the Landlord's or any other occupant's use and enjoyment of the balance of the Lands, including without limitation, the operation of the power plant situate thereon and the Other improvements. Upon request by the Landlord, the Tenant shall promptly execute and return the Landlord's form of right-of-way agreement which shall govern the parties' rights and obligations with respect to the Utility Right-of-Way.

ARTICLE 3 PAYMENT OF RENT

3.1 Rent

The Landlord reserves and the Tenant covenants and agrees to pay to the Landlord during the Term as rent when due and payable hereunder, each of the following:

- (a) Basic Rent; and
- (b) Additional Rent.

If the Term commences or ceases on a day other than the first or last day of a month or calendar year, the monthly or annual instalment of Basic Rent and Additional Rent (as the case may be) for such month or calendar year, as applicable, shall be determined on a per diem basis.

3.2 Basic Rent

(a) The Tenant shall pay to the Landlord as basic rent (plus GST) for each calendar year during the Term (or the applicable portion thereof with respect to the first and last calendar years of the Term) and every extension thereof the greater of:

- i. Two Million One Hundred and Twenty-Five Thousand Eight Hundred (\$2,125,800.00.00) Dollars per annum (the "**Fixed Rent**"); and
- ii. the Variable Throughput Payment for such calendar year;

(the "**Basic Rent**"), at the times and in the manner set out in this Section 3.2.

(b) The Fixed Rent (plus GST) shall be payable by the Tenant in advance commencing on the Commencement Date and thereafter on or before January 1st of each year during the Term.

(c) The Variable Throughput Payment shall be paid in accordance with Subsections 3.2(d) and 3.2(e) hereof.

(d) No later than ten (10) days following the end of each Quarter during the Term, the Tenant shall provide the Landlord with:

(i) **REDACTED**

(ii) **REDACTED**

(e) Following the delivery of a statement referenced in Subsection 3.2(d)(ii), the Tenant shall pay to the Landlord the amount (if any) by which the Quarterly YTD Variable Throughput Payment Amount exceeds the Fixed Rent for such calendar year (each, a "**Quarterly Variable Throughput Reconciliation Payment**") less any prior Quarterly Variable Throughput Reconciliation Payments made by the Tenant for such calendar year. Quarterly Variable Throughput Reconciliation Payments will be due and payable quarterly on the last day of the month immediately following the end of the Quarter in which the same accrued by either certified cheque or wire transfer of immediately available funds in United States dollars. For clarity, Quarterly Variable Throughput Reconciliation Payments accrued for the quarterly period ending March 31 will be due and payable

on April 30, being the last day of the month immediately following the end of the preceding Quarter.

- (f) If the Term commences or ceases on a day other than the first or last day of a calendar year, the annual installment of Fixed Rent for such calendar year shall be prorated or calculated on a per diem basis (as applicable) and the provisions of Section 3.2 shall apply to such partial calendar year *mutatis mutandis*. For the calendar year in which the Lease expires or is otherwise terminated, the adjustment to Basic Rent described in Section 3.2(e) shall occur following the expiration or earlier termination of the Lease.
- (g) The Fixed Rent and the Variable Throughput Rate shall be subject to an annual increase on January 1 of each year based on the annual percentage change, if positive, in the CPI over the previous calendar year. If the table or index referenced in the definition of "CPI" is discontinued or replaced by another table or index, the parties will agree on a substitute table or index (as the case may be) and the adjustment will be based on that table or index. If the parties cannot agree on a substitute table or index (as the case may be), the adjustment will be based on the most closely related table or index available. The parties acknowledge and agree that the first adjustment to Fixed Rent and the Variable Throughput Rate as aforesaid will occur on January 1, 2026 for the 2025 calendar year, notwithstanding that the Lease: (i) may not have commenced or may not have been executed by January 1, 2025; or (ii) may have only been in effect for a portion of the 2025 calendar year.

3.3 Additional Rent

The Tenant covenants to pay the Landlord, or to applicable third parties as the case may be, all charges, expenses, payments, taxes, levies, assessments or costs of every nature and kind whatsoever which in any way relate to the Leased Lands or the Leasehold Improvements or as required to be paid by the Tenant pursuant to any provision of this Lease including, without limiting the foregoing:

- (a) all amounts payable pursuant to Section 2.5 hereof;
- (b) all amounts contemplated in Article 4 hereof;
- (c) all amounts payable pursuant to Section 5.2 hereof;
- (d) the cost of insurance required to be maintained pursuant to Article 7 hereof;
- (e) any cost incurred by the Landlord on behalf of the Tenant pursuant to Section 3.4; and
- (f) any interest pursuant to Section 3.6 hereof,

provided that the Tenant shall not be responsible for: (i) income taxes, excess profits taxes or capital taxes of the Landlord; or (ii) principal or interest in respect of any financing arranged by the Landlord and secured against or charging any interest in the Lands.

The Landlord shall have the right to make reasonable estimates of the amount of any or all items of Additional Rent for any period, which amounts shall be reconciled within a reasonable period of time following the end of any such period. Unless otherwise stipulated by the Landlord, any estimated amounts of Additional Rent shall be payable in advance in consecutive monthly instalments on the first day of each and every month in each and every year of the Term, commencing on the Commencement Date and continuing until and including the first day of the month in which the Expiry Date falls. With respect to any items of Additional Rent which the Landlord does not estimate in accordance with this Section 3.3,

unless otherwise set out herein or payable by the Tenant directly to the applicable third party, such amounts will be paid by the Tenant to the Landlord within thirty (30) days of the Landlord providing an invoice in respect thereof.

3.4 Payments to Constitute Rent

All the payments set out in this Article 3 shall constitute Rent and shall be deemed to be and shall be paid as rent, without any deduction abatement or set-off whatsoever, whether or not any payment is payable to the Landlord or otherwise and whether or not as compensation to the Landlord for expenses to which it has been put. In the event of non-payment or late payment thereof, the Landlord shall have the same remedies as it is entitled to under this Lease and by law for non-payment of rent. If any such payments are also due to third parties, the Landlord shall have the right to make such payments to the third parties and the Tenant shall promptly reimburse the Landlord for such payments, as Additional Rent. The obligation of the Tenant to pay any of the rents or other amounts expressed to be payable the Tenant pursuant to this Lease (including, without limitation, Basic Rent and Additional Rent) owing or accrued but unpaid at the end of the Term shall survive the expiration of the Term or sooner termination of this Lease.

3.5 Net Lease

It is the intention of the parties that this Lease shall be a net lease and that the Basic Rent provided to be paid to the Landlord hereunder shall be net to the Landlord and shall yield to the Landlord the entire such rental during the Term and any extension thereof without abatement for any cause whatsoever except as may be set forth herein. Save as specifically set forth in this Lease, all costs, expenses, and obligations of every kind and nature whatsoever relating to the Leased Lands, the Leasehold Improvements or the use of the Lands by the Tenant, whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties, shall be paid by the Tenant.

3.6 Interest on Amounts in Arrears

When the Rent shall be in arrears, such amounts shall bear interest, including interest on overdue interest, at the **REDACTED** per annum calculated monthly not in advance from the date due until paid, irrespective of whether or not the Landlord demanded payment. The Landlord shall have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest shall not prejudice or affect any other remedy of the Landlord under this Lease. If a court declares or holds the Prime Rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be **REDACTED** per annum calculated monthly not in advance from the date due until paid.

ARTICLE 4 ADDITIONAL TENANT COVENANTS

4.1 Payment of Real Property, Business and Other Taxes

The Tenant agrees to pay all Real Property Taxes assessed or attributable to the Leased Lands or the Leasehold Improvements as determined by the Landlord, acting reasonably, and all taxes with respect to the business of the Tenant carried on upon or within the Leased Lands and the Leasehold Improvements and any franchise or other tax with relation to such business as and when such taxes become due and payable including, without limitation, all floor space taxes in the nature of business taxes and all taxes levied on the improvements, equipment, machinery or fixtures upon or within the Leased Lands and the Leasehold Improvements.

4.2 Payment of Utility Services

The Tenant covenants with the Landlord to pay for or cause to be paid when due to the providers thereof all charges for gas, electricity, light, heat, power, telephone, cable, water, compressed air and any and all other utilities and services used in or supplied to the Leased Lands and the Leasehold Improvements throughout the Term, and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges, and expenses which relate to such charges suffered by the Landlord may be collected by the Landlord as Additional Rent.

4.3 Goods and Services Tax

Notwithstanding any other provision contained in this Lease to the contrary, the Tenant shall pay to the Landlord an amount equal to any and all GST, sales taxes, value added taxes, business transfer taxes or any other taxes imposed on the Landlord with respect to Rent payable by the Tenant under this Lease, or in respect of the leasing of the Leased Lands under this Lease, whether characterized as a goods and services tax, sales tax, value added tax, business transfer tax or otherwise (collectively, the "**Sales Taxes**"), it being the intention of the parties that the Landlord shall be fully reimbursed by the Tenant with respect to any and all Sales Taxes payable by the Landlord. Notwithstanding any other provision contained in this Lease to the contrary, the amount payable by the Tenant under this Section 4.3 shall be deemed not to be rent but the Landlord shall have all of the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.

4.4 Tenant's Share

Wherever any tax, charge or other amount which the Tenant is responsible for under this Lease is assessed against the Lands only and not specifically against the Leased Lands or the Leasehold Improvements, then the Landlord, acting reasonably, shall apportion such tax, charge or other amount among the Lands, the Leased Lands, the Leasehold Improvements and the Other Improvements and the Tenant shall be responsible to pay as Additional Rent, and otherwise in the manner as provided for in this Article 4, all those amounts so apportioned to the Leased Lands and the Leasehold Improvements as if such amounts were assessed against the Leased Lands or the Leasehold Improvements directly.

4.5 Authority to Lease

The Tenant covenants with the Landlord that it now has in itself good right, full power, and authority to lease the Leased Lands from the Landlord in the manner and according to the true intent of this Lease.

4.6 Indemnity Agreement

The Tenant shall cause the Indemnifier to execute and deliver the Indemnity Agreement concurrently with the execution of this Lease.

4.7 Additional Security

The Tenant shall be responsible for posting and maintaining such security as may be requested or required by any Governmental Authority or third party who has a legal right, entitlement or authority to require such security, from the Landlord, Maxim, the Tenant, or otherwise from time-to-time in connection with or in any way related to the Leased Lands (including, the reclamation or remediation of the Leased Lands) or the Tenant's use and occupation thereof and/or the construction, ownership, operation,

repair and maintenance of the Leasehold Improvements, including, without limitation, any security required to be provided by the Landlord or Maxim to the Balancing Pool or Alberta Environment in connection with the Tenant's operations or proposed operations on the Leased Lands.

4.8 Observance of Regulations

The Tenant covenants with the Landlord that, notwithstanding any other provision of this Lease to the contrary, throughout the Term the Tenant will comply with all permitting conditions, Applicable Laws and Approvals affecting the Leased Lands, the Tenant's operations on the Leased Lands, the Leasehold Improvements and the Tenant's use thereof.

4.9 Quantification of Variable Throughput Payment

- (a) All raw coal entering the Leased Lands shall be weighed by the Tenant, at its sole cost and expense, in accordance with good industry practice and standards or as otherwise agreed between the parties, calculated in its unprocessed state, prior to washing or other forms of processing. The Landlord or its designate may be present at such measuring.
- (b) The Tenant shall ensure that all scales used for weighing raw coal produced from the Lands, are correctly certified, inspected, operated and maintained in accordance with good coal mining industry standards and applicable law. The accuracy and performance of scale equipment shall be verified at an interval frequency consistent with industry standards, not greater than every three (3) months, and the results of such verification tests shall be retained by the Tenant and shared with the Landlord upon request.
- (c) All scales and measuring equipment used in connection with weighing the raw coal shall be open to inspection and verification at reasonable times by the Landlord. If the Landlord questions the accuracy of any measurement, any scale and measuring equipment shall be tested upon request of the Landlord, and if found to be correct, or to be in error of not more than one percent (1%), the expense of such testing shall be borne by the Landlord, but the expense of such testing shall be for the Tenant's account if found to be incorrect by more than one percent (1%).
- (d) If, upon any test, a scale or measuring equipment is found to be in error of not more than one percent (1%), previous readings of such equipment shall be considered correct in computing the volumes being metered, but such equipment shall be adjusted properly at once to record accurately. If upon any test, measuring equipment shall be found to be inaccurate by a known amount exceeding one percent (1%), then any previous readings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period covering the last half of the time elapsed since the date of the last test of such measuring equipment.

4.10 Accounting Matters.

- (a) Tenant shall, from and after the date hereof, keep and maintain true and correct books, records and accounts showing the tonnage of raw coal received on the Leased Lands, and other records, as appropriate, related to the determination of any matter referenced in Section 3.2(d) and (e), including the Variable Throughput Payment, for the minimum period required by applicable laws or for two (2) years plus the current year for audit purposes, whichever is longer.
- (b) Any Quarterly Variable Throughput Reconciliation Payment made hereunder shall be considered final and in full satisfaction of all obligations of the party required to make such payment unless

within twenty-four (24) months (the "Review Period") after the receipt by the Landlord of the last quarterly statement described in Subsection 3.2(d)(ii) for the applicable calendar year, the Landlord provides a written notice of its objection (describing in detail the specific objection and its basis therefor) to the Tenant.

- (c) Upon not less than thirty (30) business days' prior written request within the Review Period, from the Landlord, duly authorized representatives of the Landlord or the Landlord's chartered accountants shall be entitled, at the Landlord's cost and expense, to inspect and audit such books of account, records and supporting materials related to any matters referenced in Sections 3.2(d) and 3.2(e), including, the determination of the Variable Throughput Payment, any Quarterly Variable Throughput Reconciliation Payment or otherwise confirming the rights and obligations of the Landlord and the Tenant hereunder.
- (d) Any discrepancies disclosed by such audit shall be identified in writing to the Tenant within sixty (60) days following the completion of such audit, and the Tenant shall respond in writing to any claims or discrepancies within sixty (60) days of the receipt of such notice of claim or discrepancies. If the Tenant does not respond in such sixty (60) day period, a credit for the disputed amount shall be deemed to be made in favour of the Landlord.
- (e) To the extent that the Tenant and the Landlord are unable to resolve any outstanding claims or discrepancies disclosed by such audit within thirty (30) days of the response of the Tenant, such audit exceptions shall be resolved by a nationally or internationally recognized firm of chartered accountants as may be selected by the Tenant and the Landlord, which shall be requested to render its decision without qualifications, other than the usual qualifications relating to engagements of this nature, within fourteen (14) days after the dispute is referred to it.
- (f) The decision of the accounting firm shall be final and binding upon the parties and shall not be subject to appeal by any party. The costs and expenses of the accounting firm shall be borne by the unsuccessful party to any dispute referred to dispute resolution pursuant to this Section 4.10. Notwithstanding the foregoing audit period limitation, the Landlord's audit rights under this Section 4.10, shall be extended for the time period, and in respect of those books, records and accounts, as may be reasonably necessary to permit the Landlord to verify refunds or payments to be received or made by it pursuant to this Lease.

4.11 Right to Inspect.

Upon not less than five (5) days' notice to the Tenant, the Landlord or its authorized representatives may enter upon the Leased Lands (subject to complying with all of the Tenant's policies and procedures relating to access to the Leased Lands), to inspect and copy all records and data pertaining to any matters referenced in Sections 3.2(d) and 3.2(e), including, the determination of the Variable Throughput Payments, Quarterly YTD Variable Throughput Payment Amounts and Quarterly Variable Throughput Reconciliation Payments, and further including such records and data which are maintained electronically. The Landlord or its authorized representatives shall enter the Leased Lands at its own risk and may not unreasonably hinder operations on or pertaining to the Leased Lands.

ARTICLE 5
LEASEHOLD IMPROVEMENTS

5.1 Construction of Leasehold Improvements

- (a) All construction and installations, including without limitation, alterations, improvements, replacements, substitutions and additions, made by the Tenant from time to time on the Leased Lands: (i) shall be performed at the Tenant's sole cost and in accordance with all Approvals, Applicable Laws and this Lease; and (ii) shall not commence without the Tenant first having: (A) submitted to the Landlord and Maxim, at least sixty (60) days in advance of any construction or installations, such drawings, plans and specifications as the Landlord or Maxim may reasonably require; and (B) obtained the prior written approval of the Landlord and Maxim in respect of any such construction or installations (including, the Landlord's and Maxim's approval of the drawings, plans and specifications provided in Subsection 5.1(a)(ii)(A)), such approval not to be unreasonably withheld. The Tenant shall, upon the request of the Landlord from time to time, provide the Landlord with such drawings, plans and specifications as the Landlord may reasonably require to monitor compliance of the Tenant with its obligations under this Section 5.1.
- (b) Following completion of the Initial Leasehold Improvements, the Tenant shall not make any Leasehold Improvements to the Leased Lands without first complying with Section 5.1(a).
- (c) Upon the request of the Landlord from time to time, the Tenant shall provide:
 - (i) structural, electrical, mechanical, telecommunication, utility or other similar or applicable plans, including details as to materials, elevation, location and tie-ins to any existing infrastructure or improvements on the Lands (if applicable) of the proposed or constructed Leasehold Improvements;
 - (ii) performance and payment bonds as well as proof of workers compensation, all risks, builders' risk, and contractors' public liability and property damage insurance coverage, with the Landlord to be named as an additional insured, in amounts, with insurers and in form reasonably satisfactory to the Landlord, which shall remain in effect during the entire period in which the construction of Leasehold Improvements will be carried out;
 - (iii) a complete list identifying every contractor and sub-contractor, accompanied by an up-to-date valid clearance certificate for each of them issued by the Governing Authorities having jurisdiction; and
 - (iv) a copy of the contract for the construction of the Leasehold Improvements and evidence satisfactory to the Landlord as to the existence of all necessary permits and approvals.
- (d) The Landlord may inspect the construction of the Leasehold Improvements as it proceeds.
- (e) If the Tenant fails to observe any of the requirements of this Article 5, the Landlord may, in addition to any other remedy available to it pursuant to this Lease or otherwise, require that construction of Leasehold Improvements stop and that the Leased Lands be restored to their prior condition.
- (f) Notwithstanding any approval by or notice to the Landlord or the submission of any drawings, plans and specifications pursuant to this Article 5 or otherwise, the Tenant shall be solely responsible for the sufficiency of its Leasehold Improvements for its purposes and for compliance

with its obligations under this Lease, including without limitation compliance of any construction or installations with all Approvals, Applicable Laws and this Lease.

- (g) The Tenant shall work diligently and use reasonable efforts to complete the construction and installation of the Initial Leasehold Improvements as soon as is reasonably practicable following Commencement Date, provided that, the Tenant shall not commence any construction or installation of the Initial Leasehold Improvements until it has complied with its obligations under Sections 21.4 and 21.5.

5.2 Approvals, Access Rights, Rights of way, Easements

The Tenant shall be responsible for obtaining, at its sole cost and expense, any and all approvals, permits, authorizations, licences, consents, access rights, rights of way, easements and all other required or desirable rights, from any Governmental Authorities or other third party Persons, required pursuant to all Applicable Laws or otherwise, in connection with the construction, alteration, replacement, substitution and addition of any Leasehold Improvements and the operation, repair and maintenance of the Leased Lands and the Leasehold Improvements.

5.3 Liens

The Tenant shall pay before delinquency all costs for work done upon or within the Leased Lands which could result in any lien or encumbrance on the Lands, shall keep the title to the Lands free and clear of any lien or encumbrance and shall indemnify and hold harmless the Landlord from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien or otherwise, arising from the supply of material, services or labour for such work or otherwise. The Tenant shall immediately notify the Landlord of any such lien or encumbrance of which it has or reasonably should have knowledge, and shall cause the same to be removed or vacated within five (5) days failing which the Landlord may take such action as the Landlord deems necessary to remove or vacate the same and the Tenant shall pay to the Landlord on demand the entire cost thereof plus an administration fee of fifteen percent (15%) of such cost.

5.4 Ownership of Leasehold Improvements

The parties agree that, save and except as otherwise set out herein, the Tenant shall own the Leasehold Improvements notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Leasehold Improvements in the Landlord as owner of the Lands. The title to and ownership of the Leasehold Improvements shall not pass to or become vested in the Landlord except on the expiration or earlier termination of this Lease, in which case all or a portion of the Non-Modular Improvements shall, at the election of the Landlord, in its sole discretion, become the absolute property of the Landlord. If the Lease is terminated as a result of an Event of Default, then at the election of the Landlord, in its sole discretion, all or a portion of the Leasehold Improvements (including, the Removable Equipment and Modular Improvements) shall become the absolute property of the Landlord.

5.5 Maintenance and Repair

Throughout the Term the Tenant shall, at its sole cost and expense, keep and maintain the Leased Lands and the Leasehold Improvements, in good condition and repair to the same extent as would a reasonably prudent owner, and in compliance with all Approvals, Applicable Laws and this Lease. For clarity, the Landlord shall not be obliged to furnish any services or facilities or to make repairs or alterations in or to the Leased Lands or the Leasehold Improvements, the Tenant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Leased Lands and the Leasehold Improvements.

5.6 Repairs by Landlord

If at any time during the Term the Tenant fails to maintain and repair the Leased Lands and the Leasehold Improvements in the condition required by the provisions of Section 5.5, the Landlord through its agents, servants, contractors, and subcontractors may, but shall not be obliged, to enter upon those parts of the Leased Lands and the Leasehold Improvements required for the purpose of maintaining or making the repairs required by Section 5.5. The Landlord will maintain or make such repairs, only after giving the Tenant thirty (30) days' written notice of its intention to do so, except in the case of an emergency when no notice to the Tenant is required. Any amount paid by the Landlord in maintaining or making such repairs to the Leased Lands and the Leasehold Improvements or any part or parts thereof, together with all costs and expenses of the Landlord, shall be reimbursed to the Landlord by the Tenant on demand plus a 15% administration fee together with interest at the rate set forth in Section 3.6.

5.7 Replacement, Changes, Alterations and Substitutions

The Tenant shall not make or permit to be made any alterations, replacements, substitutions, or additions affecting the Leasehold Improvements and/or the Leased Lands unless it complies with the terms, conditions and obligations set forth in this Article 5 and Section 21.4(c).

5.8 Tenant Not to Commit Waste or Injury

The Tenant shall not commit or suffer waste to the Leased Lands or any part thereof.

5.9 Suppression of Fugitive Dust

The Tenant covenants and agrees to comply with the provisions of the Dust Control Handbook and otherwise utilize its reasonable efforts to minimize any fugitive dust arising as a result of its use and occupation of the Leased Lands or its exercise of any access or other rights provided for herein, it being acknowledged by the Tenant that such fugitive dust may detrimentally affect surrounding landowners and occupants. The Tenant must comply with all permitting conditions relating to its use of the Leased Lands and the Leasehold Improvements and its operations, including any permitting conditions relating to dust suppression and the Landlord, acting reasonably, may review and approve the Tenant's dust mitigation plans.

5.10 Removal of Leasehold Improvements

- (a) (i) Subject to Subsection 5.10(a)(ii), on the expiration of the Term or earlier termination of this Lease, the Tenant shall, at the option of the Landlord, in its sole discretion: (A) leave the Non-Modular Improvements (or those of the Non-Modular Improvements as the Landlord may direct) on the Leased Lands in the condition and state of repair that the Tenant was required to maintain the Leasehold Improvements in hereunder, reasonable wear and tear only excepted; or (B) at its sole cost and expense, subject to and in accordance with the terms of this Lease, dismantle and remove from the Leased Lands all Non-Modular Improvements (or those of the Non-Modular Improvements as the Landlord may direct) and any other assets or things owned by the Tenant (including, the Removable Equipment and Modular Improvements) or brought onto the Leased Lands by the Tenant or its employees, officer, directors, contractors, subcontractors, agents and representatives, together with the repair of any damage to the Leased Lands in connection with such dismantling or removal, all at least to the condition thereof as at the Commencement Date, and the Tenant shall vacate and surrender the Leased Lands to the Landlord.

- (ii) Upon a termination of this Lease as a result of an Event of Default, the Tenant shall, at the option of the Landlord, in its sole discretion: (A) leave all Leasehold Improvements (or those of the Leasehold Improvements as the Landlord may direct) on the Leased Lands in the condition and state of repair that the Tenant was required to maintain the Leasehold Improvements in hereunder, reasonable wear and tear only excepted; or (B) at its sole cost and expense, subject to and in accordance with the terms of this Lease, dismantle and remove from the Leased Lands all Leasehold Improvements (or those of the Leasehold Improvements as the Landlord may direct) and any other assets or things owned by the Tenant or brought onto the Leased Lands by the Tenant or its employees, officer, directors, contractors, subcontractors, agents and representatives, together with the repair of any damage to the Leased Lands in connection with such dismantling or removal, all at least to the condition thereof as at the Commencement Date, and the Tenant shall vacate and surrender the Leased Lands to the Landlord.
- (b) Upon the expiration of the Term or earlier termination of the Lease, the Tenant shall, as the Landlord may direct, be responsible for the decommissioning, reclamation, restoration, mitigation and other similar obligations and liabilities arising under all Approvals, Applicable Laws and this Lease in respect of the Leased Lands and the Leasehold Improvements (the "**Decommissioning and Reclamation Obligations**"), all at least to the condition thereof as at the Commencement Date. The Tenant shall, at its sole cost and expense, conduct all activities required to be undertaken to discharge the Decommissioning and Reclamation Obligations in accordance with the standards required by the Approvals, Applicable Laws (including, without limitation, the standards required by Environmental Laws), this Lease and Good Industry Practice.
- (c) The Tenant shall carry out the Decommissioning and Reclamation Obligations and the Tenant's Remediation Work in accordance with the terms and conditions contained herein, without delay and as expeditiously as reasonably possible and if necessary, shall have a period of up to **REDACTED** from the date of expiration or termination of this Lease (the "**Holdover Period**") to occupy and use the Leased Lands solely for such purposes, provided that, if the Tenant completes the performance of said obligations in accordance with this Lease on a date earlier than **REDACTED** after expiration or termination of this Lease, then the Holdover Period shall be deemed to have ended on such earlier date.
- (d) If the Tenant defaults in its obligation to remove any or all of the Leasehold Improvements and any other assets or things owned by the Tenant or brought onto the Leased Lands by the Tenant or its employees, officer, directors, contractors, subcontractors, agents and representatives, then, in addition to any other rights or remedies of the Landlord, and without limiting the Tenant's obligations under this Section:
- (i) the Landlord may elect to treat any or all of the Leasehold Improvements and any other assets or things owned by the Tenant or brought onto the Leased Lands by the Tenant or its employees, officer, directors, contractors, subcontractors, agents and representatives as having been abandoned and, if the Landlord so elects, such Leasehold Improvements and other assets or things in respect of which such election was made shall automatically become the property of the Landlord without further action or consideration by the Landlord; and
- (ii) the Landlord may (but shall not be obligated to) remove any or all of such Leasehold Improvements and any other assets or things owned by the Tenant or brought onto the Leased Lands by the Tenant or its employees, officer, directors, contractors, subcontractors, agents and representatives at the Tenant's expense, in which event the Landlord shall have no liability to the Tenant for any consequences of such removal and

shall have no obligation to account to the Tenant for any proceeds of disposition of such Leasehold Improvements and other assets or things.

- (e) The provisions of this Section shall survive the expiry or earlier termination of this Lease.

ARTICLE 6 PERMITTED USE

6.1 Permitted Use

- (a) The Tenant covenants and agrees with the Landlord that neither the Leased Lands, nor any part of thereof, shall be used for any purposes except for the development, construction, operation and maintenance of the Facility, the stockpile storage of the Coal, the decommissioning and removal of the Leasehold Improvements, the performance of the Decommissioning and Reclamation Obligations and the remediation of the Leased Lands to the extent required pursuant to this Lease, and such activities as are reasonably incidental or ancillary thereto, in all cases, as would a reasonably prudent owner and operator of a similar Facility and in accordance with the terms and provisions of this Lease, and that such use shall not cause any interference with the Landlord's or any other occupant's use and occupation of the balance of the Lands, including without limitation, the operation of the power plant situate thereon and the Other Improvements. Notwithstanding anything to the contrary contained herein, unless otherwise agreed to by the Landlord, in its sole discretion, the Tenant acknowledge and agree that the Leased Lands and the Facility shall not be used to receive, treat, process, store or otherwise handle any coal other than the Coal.
- (b) The Tenant shall deliver to the Landlord, on the Commencement Date the sum of **REDACTED** (the "**Impact Deposit**") which amount shall be held by the Landlord without interest and dealt with in accordance with this Subsection 6.1(b).
- i. If after one (1) year of Commercial Production (as defined in the Royalty Agreement) the parties, each acting reasonably, determine that the Landlord's operations on or use and enjoyment of the Lands (other than the Leased Lands) is adversely impacted by the Tenant's operations on or use of the Lands, then all or a portion of the Impact Deposit will be used to mitigate such adverse impact in the most cost-effective way possible as agreed to by the parties, each acting reasonably.
 - ii. If after one (1) year of Commercial Production (as defined in the Royalty Agreement) the parties, each acting reasonably, determine that the Landlord's operations on or use and enjoyment of the Lands (other than the Leased Lands) is not adversely affected by the Tenant's operations on or use of the Lands, then the Impact Deposit shall be returned to the Tenant without interest.

6.2 No Unlawful Purpose

The Tenant shall not use or occupy or permit to be used or occupied the Leased Lands or any part thereof for any illegal or unlawful purpose or in any manner which may cause a nuisance or result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested.

**ARTICLE 7
INSURANCE**

7.1 Property Insurance

- (a) At all times during the Term, the Tenant shall at its expense, insure and keep insured or cause to be insured the Leased Lands and the Leasehold Improvements with one or more companies entitled to do business in the Province of Alberta, against loss or damage by fire and other perils now or hereafter from time to time included in the form of all risk or all perils insurance coverage applicable to similar properties as the Leased Lands and the Leasehold Improvements and effected in the Province of Alberta by prudent owners from time to time during the Term, including, without restricting the generality of the foregoing, the hazards of lightning, earthquake, explosion, wind storm, cyclone, tornado, hail, riot, civil commotion, malicious damage, aircraft, smoke, and vehicle damage to the extent that insurance against such risk or perils, or any of them, may be obtained in an amount equal to the full replacement value of the property being insured.
- (b) Any of the policies of insurance referred to in Subsection 7.1(a) may, with the approval of the Landlord, which approval shall not be unreasonably withheld, provide that the amount payable in the event of any loss shall be reduced by a deductible amount designated by the Tenant and approved by the Landlord, such approval not to be unreasonably withheld. The Tenant shall be a co-insurer to the extent of the amount deducted from the insurance monies paid in the event of any loss, and the said amount shall, for the purpose of Section 7.2, be included as part of the insurance monies payable and paid.
- (c) If any of the policies of insurance referred to in Section 7.1 contain any co-insurance clauses, the Tenant shall maintain at all times a sufficient amount of insurance to meet the requirements of such co-insurance clause so as to prevent the Landlord or the Tenant from becoming a co-insurer under the terms of such policy or policies and to permit full recovery from the insurer in the event of loss.
- (d) Any and all policies of insurance referred to in Section 7.1 shall:
 - (i) be written in the name of the Tenant and the Landlord as the insureds with loss payable to the Landlord, the Tenant, and the Mortgagee, if any, as their respective interests may appear;
 - (ii) contain a cross liability clause and a waiver of subrogation clause in favour of the Landlord;
 - (iii) contain a clause to the effect that any release from liability entered into by the Tenant prior to any loss shall not affect the right of the Tenant, the Mortgagee, or the Landlord to recover; and
 - (iv) contain a provision or shall bear an endorsement that the insurer will not cancel such policy without first giving the Landlord and the Mortgagee at least thirty (30) days' notice in writing of its intention to cancel.

7.2 Payment of Loss Under Insurance

- (a) The insurance monies payable under any or all of the policies of insurance referred to in Section 7.1 shall, notwithstanding the terms of the policy or policies, be paid to the order of the Mortgagee, or to the order of the Trustee if there is no Mortgagee.

- (b) Subject to Article 9, the Landlord and the Tenant agree that the Mortgagee or Trustee (as the case may be) shall use such insurance monies for the restoration, reconstruction, or replacement of the loss or damage in respect of which such insurance monies are payable hereunder against certificates of the Architect engaged by the Tenant or such other person as the Landlord and the Tenant may agree upon who is in charge of such restoration, reconstruction, or replacement.

7.3 Landlord's Right to Repair and Receive the Insurance Proceeds

Should the Tenant fail to effect the restoration, reconstruction, or replacement of the loss or damage in respect of which insurance monies are payable, without unreasonable delay, the Landlord shall be entitled to effect such restoration, reconstruction, or replacement and the Mortgagee or Trustee to whom such insurance monies are payable shall pay or cause to be paid to the Landlord such insurance monies in the same manner the Mortgagee or Trustee (as the case may be) would have done had the Tenant effected such restoration, reconstruction, or replacement.

7.4 Workers' Compensation Coverage

- (a) At all times during the Term, the Tenant shall at its own expense procure and carry, or cause to be procured and carried and paid for, full workers' compensation coverage in respect of all workmen, employees, servants, and others engaged in or upon any work, non-payment of which would create a lien on the Leased Lands or the Leasehold Improvements.
- (b) The Tenant shall immediately notify the Landlord of any dispute involving third parties which may arise in connection with obtaining and maintaining the workers' compensation coverage required under this Lease if such dispute results in the requisite coverage not being in place, and the Tenant shall take all reasonable steps to ensure the resolution of such dispute forthwith. At all times the Tenant shall indemnify and save harmless the Landlord, its servants and agents from and against all damages, costs, claims, suits, judgments, and demands which the Landlord may incur or suffer as a result of any default by the Tenant of its obligation under this Section 7.4 to ensure that the said full workers' compensation coverage is maintained. The Tenant shall further ensure that no amount of the said workers' compensation coverage is left unpaid so as to create a lien on the Leased Lands or the Leasehold Improvements. If the workers' compensation coverage required by this Section 7.4 is not in place within sixty (60) days of the date of the notice to the Landlord hereinbefore mentioned, the Landlord shall be entitled to have recourse to the remedies of the Landlord specified herein or at law or equity.

7.5 Commercial General Liability

At all times during the Term, the Tenant shall at its own expense maintain with one or more companies duly authorized to carry on business within the Province of Alberta and approved by the Landlord, commercial general liability insurance against claims for bodily injury (including death at any time resulting therefrom) and personal injury sustained by any person or persons and for injury to or destruction of property (including loss of use or occupancy) or loss arising out of the use and occupation of the Leased Lands and the Leasehold Improvements, indemnifying and protecting the Landlord and its respective servants and agents and the Tenant to limits approved by the Landlord from time to time, such approval not to be unreasonably withheld, provided that such limits shall not, in any event, be less than **REDACTED** per occurrence. Without limiting the generality of the foregoing, such coverage shall include the following:

- (a) Products/Completed Operations liability;
- (b) Tortious liability;

- (c) Blanket contractual liability;
- (d) Cross Liability / Severability of Interest;
- (e) Sudden and Accidental Pollution;
- (f) Forest Fire Fighting Expense;
- (g) Tenants Legal Liability; and
- (h) Contingent Employers Liability.

Any policy of liability insurance required to be carried by the Tenant hereunder shall be made to name Landlord as an additional insured for loss arising.

7.6 Release of Landlord

The Landlord shall not be liable for any personal injury, death, or property loss or damage sustained by the Tenant or its employees, agents, sublessees, licensees, customers, clients, students, invitees, or those doing business with it on the Lands, no matter how caused, except to the extent caused by the gross negligence or wilful misconduct of the Landlord or those persons for whom the Landlord is, in law, responsible; and the Tenant:

- (a) shall indemnify the Landlord against all actions or liabilities arising out of such personal injury, death, or property damage or loss, except to the extent caused by the gross negligence or wilful misconduct of the Landlord or those persons for whom the Landlord is, in law, responsible; and
- (b) hereby releases the Landlord and its directors, officers, agents, and employees from all claims for damages or other expenses arising out of such personal injury, death, or property loss or damage, except to the extent caused by the gross negligence or wilful misconduct of the Landlord or those persons for whom the Landlord is, in law, responsible.

7.7 Payment of Insurance Premiums

The Tenant shall pay or cause to be paid all of the premiums under the policies of insurance referred to in this Article 7 as they become due and payable; and in default of payment by the Tenant, the Landlord may pay the same and add the amount so paid to the Additional Rent.

7.8 Copies of Insurance Policies

If requested by the Landlord the Tenant shall forthwith from time to time deliver or cause to be delivered to the Landlord certified copies of all policies of insurance referred to in this Article 7 and obtained and maintained by the Tenant hereunder, accompanied by evidence satisfactory to the Landlord that the premiums thereon have been paid.

7.9 Insurance May be Maintained by Landlord

- (a) The Tenant agrees that should the Tenant at any time during the Term fail to insure or keep insured the Leased Lands and the Leasehold Improvements against loss or damage by fire and other perils as required under Section 7.1, or fail to maintain insurance against claims for personal injury, death, or property damage or loss as required under Section 7.5, then in any of such events, the Landlord, although not obliged to do so, may obtain and maintain such insurance in such amount or amounts with such deductible amounts and for such period or periods of time as the Landlord deems advisable.

- (b) The Landlord may at any and all times during the Term maintain insurance in those amounts, and with those deductibles that a reasonably prudent owner of Lands similar to the Lands would maintain.
- (c) The Tenant shall pay to the Landlord as Additional Rent, upon the Landlord obtaining any such insurance and thereafter annually during the Term, within thirty (30) days after receipt of any invoice from the Landlord, such amounts as the Landlord has expended for insurance described in Subsection 7.9(a) and 7.9(b).

ARTICLE 8 CONDITION OF LEASED LANDS

8.1 Leased Lands Accepted "As Is"

The Tenant accepts the Leased Lands "as is" knowing the condition thereof, and agreeing that the Landlord has made no representation, warranty, or agreement with respect thereto.

ARTICLE 9 DAMAGE OR DESTRUCTION

9.1 Rent Not to Abate

The partial destruction or damage or complete destruction by fire or other casualty of the Leasehold Improvements shall not terminate this Lease or entitle the Tenant to surrender possession of the Leased Lands, or the Leasehold Improvements or to demand any abatement or reduction of the Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary.

9.2 Damaged or Partially Destroyed Leasehold Improvements

The Tenant covenants and agrees with the Landlord that in the event of damage to or partial destruction of the Leasehold Improvements, the Tenant, subject to the regulations and requirements of all Governing Authorities having jurisdiction, shall promptly and without delay repair, replace, or restore any part of the Leasehold Improvements so destroyed.

9.3 Replacement, Repair, or Reconstruction of Leasehold Improvements

Any replacement, repair, or reconstruction of the Leasehold Improvements or any part thereof pursuant to the provisions of Section 9.2 shall be made or done in compliance with the provisions of this Lease, including, Article 5 and Article 10.

ARTICLE 10 UNAVOIDABLE DELAYS

10.1 Unavoidable Delays

If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court or tribunal of competent jurisdiction provided that such order was not issued as the result of any, act or fault of the Tenant or of any one employed by it directly or indirectly, fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant, the Tenant is, in good faith and without default or neglect on its part,

prevented or delayed in constructions, reconstruction, replacement or repair of the Leasehold Improvements or any part or parts of them which under the terms of this Lease the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed shall be extended by the Landlord by a reasonable period of time at least equal to that of such delay or prevention; and the Tenant shall not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the Landlord and the Tenant. If the Landlord and the Tenant cannot agree as to whether or not there is a prevention or delay within the meaning of this section, or they cannot agree as to the length of such prevention or delay, then such matter shall be determined by reference to arbitration in accordance with Article 17. For the purposes of this Article 10 the inability of the Tenant to meet its financial obligations under this Lease or otherwise shall not be a circumstance beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant. This Section 10.1 shall in no way excuse the Tenant from the payment of Rent or any other amounts that it is required to pay when due under this Lease.

ARTICLE 11 INSPECTION

11.1 Inspection by Landlord

The Landlord and the Tenant agree that it shall be lawful for a representative of the Landlord at all reasonable times during the Term to enter the Leased Lands and the Leasehold Improvements, or any of them and to examine their condition. The Landlord shall give to the Tenant notice of any maintenance or repairs required in accordance with Section 5.5 and the Tenant shall, within thirty (30) days after every such notice, well and sufficiently repair, restore, and make good accordingly.

ARTICLE 12 INDEMNITY

12.1 Indemnify Landlord

The Tenant shall indemnify and save harmless the Landlord from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and his own client basis) which the Landlord may sustain, incur, or be put to by reason of or arising out of any act or omission of the Tenant or any persons for whom the Tenant is, at law, responsible, or from the use or occupation of the Leased Lands, the Lands, or the Facility, in whole or in part and, without limiting the generality of the foregoing, from the non-observance or non-performance by the Tenant or any persons for whom the Tenant is, at law, responsible of any of the obligations imposed under the provisions of any laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority, or any of the covenants, agreements, terms, conditions, and provisos contained in this Lease to be observed and performed by the Tenant; and such liability to indemnify and save harmless shall survive any termination of this Lease and the expiry of the Term or any extension hereof, anything in this Lease to the contrary notwithstanding.

12.2 Injury, Damage, or Loss of Property

Notwithstanding the provisions of Article 7, the Tenant shall indemnify and save harmless the Landlord from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the Term out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Leased Lands;
- (b) any injury to Tenant or the Tenant's Agents, including death resulting at any time therefrom, occurring in or about the Lands;
- (c) any damage to or loss of property on the Leased Lands; and
- (d) any damage to or loss of the property of the Tenant or the Tenant's Agents on the Lands;

however, no section of this Lease shall require the Tenant to indemnify the Landlord against any actions, causes of actions, suits, claims, or demands for damages arising out of the gross negligence or wilful misconduct of the Landlord, its servants, agents, or contractors, unless it involves a peril against which the Tenant is obligated to place insurance, in which case the release and indemnity set forth in Section 7.6 absolves the Landlord of all liability with respect thereto.

12.3 Indemnification Survives Termination of Lease

The obligation of the Tenant to indemnify and save harmless the Landlord, its servants, agents, successors and assigns under any provision of this Lease with respect to liability by reason of any matter arising prior to the end of the Term shall survive any expiration or termination of this Lease, anything herein to the contrary notwithstanding.

ARTICLE 13 SUBLETTING AND ASSIGNING

13.1 Subletting and Assigning

Except as expressly provided in this Article 13, the Tenant shall not assign this Lease in whole or in part, nor sublease, transfer, dispose of or otherwise part with possession of the Leased Lands or the Leasehold Improvements or any part thereof, nor grant any concession or licence of any part of the Leased Lands or the Leasehold Improvements without the prior written consent of the Landlord.

13.2 Change of Control

If the Tenant is a corporation, it is acknowledged and agreed that any transfer of the shares of the capital stock of the Tenant by way of an arrangement, merger, amalgamation, sale, assignment, bequest, inheritance, trust, operation of law, other disposition, or division of any shares of the capital stock of the Tenant sufficient to transfer control to persons other than the present shareholders of the Tenant shall be deemed for all purposes of this Article 13 to be an assignment of this Lease, and accordingly a breach of Section 13.1 unless the prior written consent of the Landlord is first obtained, such consent not to be unreasonably withheld.

13.3 Mortgaging by Tenant

The Tenant shall not mortgage its leasehold interest under this Lease and its interest in the Leased Lands and the Leasehold Improvements without the consent of the Landlord except that the Tenant may mortgage its leasehold interest and its interest in the Leased Lands without the consent of the Landlord (but upon thirty (30) days prior notice to the Landlord) for the purpose of financing and refinancing the cost of constructing the Facility but not otherwise. Any Mortgage shall be subject always to: (i) Article 14; (ii) the consent of, and the satisfaction of any requirements imposed by, any of the Landlord's Mortgagees; and

(iii) the Tenant and the Mortgagee entering into a tri-party agreement with the Landlord in accordance with Section 14.4.

13.4 Tenant to Comply with All of Its Obligations in Respect of Assignments, Subleases, Tenancies, and Mortgages

The Tenant shall observe and perform all of its obligations incurred in respect of assignments, subleases, agreements for lease, and Mortgages of its leasehold interest in the Leased Lands and the Leasehold Improvements, and shall not suffer or allow any such obligations to be in default; and if any such default shall occur, the Landlord may, but shall not be obliged to, rectify such default for the account of the Tenant, and any amount paid by the Landlord in so doing, together with all costs and expenses of the Landlord, shall be reimbursed to the Landlord by the Tenant on demand plus an administration fee of 15% together with interest at the rate set forth in Section 3.6.

13.5 Sale of Fee Simple

The Landlord may sell, transfer, assign, or otherwise dispose of its fee simple estate in the Leased Lands to any person without any approval or consent of the Tenant, provided that in connection with any such sale, transfer, assignment or disposition, such purchaser executes an agreement with the Landlord assuming all of the obligations of the Landlord hereunder from and after the date of such disposition. Upon any such disposition, such purchaser shall be liable for the obligations and entitled to the benefits of the Landlord under this Lease, and the original landlord named herein shall not be liable for any such obligations thereafter.

ARTICLE 14 MORTGAGE

14.1 Rights of Mortgagee

The Mortgagee under any Mortgage referred to in Section 13.3 may enforce such Mortgage and acquire title to the Tenant's leasehold estate in the Leased Lands and the Leasehold Improvements in any lawful way and, by its representative or by a receiver, as the case may be, take possession of and manage the Leased Lands and the Leasehold Improvements, and upon foreclosure of such Mortgage may sell or assign the Tenant's leasehold estate in the Leased Lands and the Leasehold Improvements together but not individually; and the purchaser or assignee of the leasehold estate and the Leasehold Improvements shall be liable to perform the obligations imposed upon the Tenant by this Lease only so long as such purchaser or assignee has ownership or possession of such leasehold estate in the Leased Lands and Leasehold Improvements.

14.2 Notice to and Remedies of Mortgagee

- (a) No re-entry, termination, acceptance of surrender, disclaimer, or forfeiture of this Lease by the Landlord or by a receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee shall be valid against the Mortgagee who has executed and delivered to the Landlord a tri-party agreement in accordance with Section 14.4 unless the Landlord shall first have given to the Mortgagee notice of the default entitling the Landlord to re-enter, terminate, or forfeit this Lease, specifying the nature of that default and stating the Landlord's intention to take such proceedings and requiring the Mortgagee:
 - (i) to cure the default specified in the notice within a period of ten (10) days from the date of receipt of that notice by the Mortgagee; or

- (ii) if the default is other than the failure to pay Rent or any other sums required to be paid by the Tenant by any provisions of this Lease and if the default cannot reasonably be cured within such ten (10) day period, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, and the Landlord hereby grants the Mortgagee access to the Leased Lands and the Leasehold Improvements for that purpose;
- (b) If the default is cured within the period specified, the Mortgagee shall be entitled to become tenant of the Leased Lands and Leasehold Improvements for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee wishes to cure the default or contingency specified in the notice referred to in Subsection 14.2(a), then the Landlord agrees to permit the curing of the default or contingency specified in such notice and the assumption of the balance of the Term by that Mortgagee whose Mortgage ranks higher in priority; but if any Mortgagee has commenced a foreclosure action, the provisions of Subsection 14.2(c) shall apply;
- (c)
 - (i) If the Mortgagee commences foreclosure proceedings against the Tenant, whether or not the Tenant is in default of the performance of its covenants and agreements with the Landlord under this Lease at the time such foreclosure proceedings are commenced, the Landlord shall not re-enter, terminate, or forfeit this Lease after the commencement of foreclosure proceedings on the grounds of any default or contingency entitling the Landlord to re-enter, terminate, or forfeit this Lease if the Mortgagee:
 - A. first gives notice to the Landlord of the foreclosure proceedings,
 - B. is actively prosecuting the foreclosure proceedings without undue delay,
 - C. cures the default or contingency within a period of ten (10) days from the date of receipt of notice from the Landlord specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or any other sums required to be paid to the Landlord by any provision of this Lease and if such default or contingency cannot reasonably be cured within such ten (10) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency, and
 - D. performs and observes all of the Tenant's covenants and agreements under this Lease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee;
 - (ii) If the Mortgagee acquires title to the Tenant's leasehold interest in the Leased Lands and the Leasehold Improvements pursuant to the foreclosure proceedings, the Mortgagee shall thereupon become subrogated to the rights of the Tenant under this Lease, provided it attorns to the Landlord as tenant and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee commences foreclosure proceedings, the right to cure any default or contingency granted

by this Subsection 14.2(c) to a foreclosing Mortgagee shall be granted to the Mortgagee whose Mortgage ranks higher in priority;

- (d) If this Lease shall be subject to termination or forfeiture pursuant to Article 15 by reason of the bankruptcy or insolvency of the Tenant and the Mortgagee has filed with the Landlord notice of Mortgage in favour of the Mortgagee and specified an address for notice under Article 20, the Landlord shall give to the Mortgagee notice of the bankruptcy or insolvency of the Tenant entitling the Landlord to terminate or forfeit this Lease, and stating the Landlord's intention to take such proceedings, and requiring the Mortgagee to cure any other default of the Tenant; and the Tenant's other default shall be deemed to have been sufficiently cured if the Mortgagee:
- (i) commences foreclosure proceedings against the Tenant as more particularly set out in Subsection 14.2(c);
 - (ii) takes possession and control of the Leased Lands and the Leasehold Improvements, or causes a receiver to be appointed, under the terms of the Mortgage or by a court of competent jurisdiction, who takes possession and control of the Leased Lands and the Leasehold Improvements, and the Landlord hereby grants the Mortgagee or such receiver access to the Leased Lands and the Leasehold Improvements for that purpose;
 - (iii) cures every default within a period of ten (10) days from the date of receipt by the Mortgagee of the notice from the Landlord of the bankruptcy or insolvency of the Tenant, or if such default or defaults are other than the failure to pay Rent or any other sums required to be paid to the Landlord by any provision of this Lease and if such default or defaults cannot reasonably be cured within such ten (10) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or defaults; and
 - (iv) attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term;

If there is more than one Mortgagee, the right to take possession and control to cure any default and to assume the Lease shall be granted to the Mortgagee who wants to do so and whose mortgage ranks higher in priority;

- (e) Any re-entry, termination, or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Tenant shall be valid and effectual against the Tenant even though made subject to the rights of any Mortgagee to cure any default of the Tenant and to continue as tenant under this Lease;
- (f) No entry upon the Leased Lands or into the Leasehold Improvements by the Mortgagee pursuant to this Section 14.2 for the purpose of curing any default or defaults of the Tenant shall release or impair the continuing obligations of the Tenant.

14.3 Mortgage Subject to Landlord's Rights Under Lease

Subject to the provisions of Section 14.2, every Mortgage shall be made expressly subject to the rights of the Landlord under this Lease.

14.4 Protection of Mortgagee (Tri-Party Agreements)

The Landlord and the Tenant agree that the obligations of the Landlord under Section 14.2 are subject to the Mortgagee entering into an agreement in a form agreed to by the parties acting reasonably, whereby the Mortgagee covenants and agrees that if it acquires title to the Tenant's interest in this Lease and the Leasehold Improvements, but only for so long as it holds such title, it shall perform and observe the covenants and agreements required of the Tenant to be performed and observed, if not performed or observed by the Tenant, whether or not the Landlord has taken any steps to enforce performance or observance of any of the covenants and agreements in this Lease to be performed or observed by the Tenant.

ARTICLE 15 DEFAULT BY TENANT

15.1 Events of Default

The following constitute "Events of Default" of the Tenant:

- (a) if any Rent remains unpaid after three (3) days of when such rent ought to have been paid;
- (b) if there is a breach of any of the Tenant's obligations under this Lease or any other agreement between the parties, which is not cured within ten (10) days after delivery of notice by the Landlord to the Tenant specifying such breach; provided that if any default of the Tenant can only be cured by the performance of work or the furnishing of materials, and if such work cannot reasonably be completed or such materials reasonably obtained and utilized within said ten (10) days, such default will not be deemed to continue if the Tenant proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete such work;
- (c) the Tenant defaults under the Dust Control Handbook;
- (d) the Tenant defaults under the Road Use and Access Agreement;
- (e) the Tenant defaults under the Royalty Agreement;
- (f) the Indemnifier defaults under the Indemnity Agreement;
- (g) if the leasehold interest of the Tenant in the Leased Lands or the Leasehold Improvements (or any interest therein) created by this Lease or any material goods or chattels on the Leased Lands are at any time seized or taken in execution or attachment;
- (h) a receiver, trustee in bankruptcy or any other similar officer is appointed to take charge of all or any substantial part of the business or property of the Tenant or the Indemnifier;
- (i) the Tenant or Indemnifier becomes an insolvent person or commits an act of bankruptcy within the meaning of those terms in the *Bankruptcy and Insolvency Act* (Canada);
- (j) a petition is filed or any other action is taken with respect to the Tenant or the Indemnifier for reorganization or for the arrangements under any provision of the *Bankruptcy and Insolvency Act* (Canada) or any law of Canada or any province thereof or of the jurisdiction in which the Tenant or Indemnifier (as applicable) is incorporated relating to bankruptcy or insolvency then in force and providing a plan for a debtor to settle, satisfy or to extend the time for the payment of debts;

- (k) any application or petition or certificate or order is made or granted for the winding up or dissolution of the Tenant or Indemnifier, voluntarily or otherwise.

15.2 Remedies

Subject to Section 14.2, upon the happening of an Event of Default, the Landlord may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option exercise all or any of the following remedies:

- (a) the Landlord may perform any obligation which the Tenant should have performed or cause the same to be performed and for such purpose may enter upon the Leased Lands and the Leasehold Improvements and do such things thereon as the Landlord may consider requisite without effecting a termination of this Lease;
- (b) the Landlord may enter the Leased Lands and the Leasehold Improvements and distrain upon the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant;
- (c) in order to relet, the Landlord may take possession of the Leased Lands and the Leasehold Improvements as agent of the Tenant and effect such alterations and repairs as it may deem necessary or advisable for the purpose of such reletting, and it may relet the Leased Lands and the Leasehold Improvements or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable; and
- (d) the Landlord may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Tenant and at the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable.

15.3 Remedies of Landlord are Cumulative

The remedies of the Landlord specified herein are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided for herein, the Landlord shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements under this Lease.

15.4 Waiver by Landlord

The failure of the Landlord to insist upon the strict performance of any covenant or agreement contained herein shall not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement contained herein shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Tenant shall not waive such breach. No waiver by the Landlord shall be effective unless made in writing.

**ARTICLE 16
COVENANTS OF LANDLORD**

16.1 Authority to Lease

The Landlord covenants with the Tenant that it now has in itself good right, full power, and authority to lease the Leased Lands to the Tenant in the manner and according to the true intent of this Lease.

**ARTICLE 17
ARBITRATION**

17.1 Referral to Arbitration

In the event of any dispute arising between the parties as to the meaning or intent of this Lease or as to any matter arising out of this Lease or as to the performance of the activities or as to the respective rights and obligations of the parties under this Lease, then either party shall be entitled to give to the other notice of such dispute and to require that such dispute be determined by arbitration by a single arbitrator if a single arbitrator can be mutually agreed upon by the parties within fifteen (15) days of such notice.

17.2 Failure to Agree

If the parties do not agree on a single arbitrator within the aforementioned fifteen (15) day period then one person shall be selected by the party giving notice of the dispute and one person shall be selected by the remaining party to act as arbitrator and the two persons so appointed as arbitrators shall select a third arbitrator. Provided that if either party shall fail to select an arbitrator within thirty (30) days of the date of the receipt of notice of such dispute, then an arbitrator to represent such party may, upon petition of the other party, be appointed by a Judge of the Court of Queen's Bench of Alberta and provided further that if two arbitrators appointed in accordance herewith do not agree, within a period of fifteen (15) days from the date of appointment of the second such arbitrator, upon the appointment of a third arbitrator, then such third arbitrator may, upon petition by either party, be appointed by a Judge of the Court of Queen's Bench of Alberta.

17.3 Binding Decision

The determination (including as to costs) made by the arbitrators or the majority of them, or by the single arbitrator, as the case may be, shall be final and binding upon the parties and their respective successors and assigns.

17.4 Application of Act

Except as hereinbefore provided, the provisions of the *Arbitration Act* (Alberta) shall apply.

ARTICLE 18
QUIET ENJOYMENT AND OWNERSHIP OF TENANT'S FIXTURES

18.1 Covenant for Quiet Enjoyment

If the Tenant pays the Rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Tenant's part contained, the Tenant shall and may peaceably enjoy and possess the Leased Lands for the Term, without any interruption or disturbance whatsoever from the Landlord or any other person, firm, or corporation lawfully claiming from or under the Landlord, provided however that nothing in this Section 18.1 shall limit the rights of access reserved by the Landlord under Section 5.6 or the rights of inspection conferred upon the Landlord by Section 11.1.

18.2 Landlord's Right to Further Encumber

The Landlord hereby reserves the right to further charge the Leased Lands, or any part thereof, by way of easement, right of way, or restrictive covenant in favour of a Governmental Authority; and the Tenant agrees, at the request of the Landlord, forthwith to execute and deliver to the Landlord such instrument as may be necessary to subordinate the Tenant's right and interest in the Leased Lands under this Lease to such charge.

18.3 Mortgage Subordination

In addition to Section 18.2, the Tenant agrees that it shall, if requested, postpone or subordinate this Lease to any mortgage, charge or encumbrance (each, a "**Landlord's Mortgage**") of the Lands. Upon the Tenant's request, the Landlord shall use its reasonable commercial efforts to obtain from the mortgagee or holder of any such Landlord's Mortgage (each, a "**Landlord's Mortgagee**") and deliver to the Tenant a non-disturbance agreement in the Landlord's Mortgagee's standard form or such other reasonable form prepared by the Landlord's Mortgagee whereby the Landlord's Mortgagee shall agree that if it takes possession of the Lands or acquires title thereto, the Tenant shall be entitled to remain in possession of the Leased Lands so long as it is not in default under the Lease.

ARTICLE 19
OVERHOLDING

19.1 Overholding

The Landlord and Tenant agree that if the Tenant shall remain in possession of the Leased Lands after the expiration of the Term without any further agreement and the Landlord accepts Rent, the new tenancy created will be a month to month tenancy and not a tenancy from year to year and the Landlord may terminate such tenancy at any time on twenty-four (24) hours written notice.

**ARTICLE 20
NOTICE**

20.1 Notices

Any demand, notice or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, pre-paid ordinary and registered mail addressed or email transmission to the respective parties as follows:

- (a) to the Landlord at:
MILNER POWER LIMITED PARTNERSHIP
REDACTED
Email: **REDACTED**
Attention: **REDACTED**
- (b) to the Tenant at:
MINE 14 OPERATIONS INC.
REDACTED

Email: **REDACTED**
Attention: **REDACTED**

or to such other address or email address as either party may from time to time designate, by notice to the other. Any notice personally delivered to the party to whom it is addressed as provided for in this Section shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to the address and in the manner provided for in this Section shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing in Alberta. Any notice transmitted by fax shall be deemed to have been given and received on the first Business Day after its transmission. For the purposes of this Section, the term "**Business Day**" means every day except Saturdays, Sundays and statutory or civic holidays in the Province of Alberta.

**ARTICLE 21
ENVIRONMENTAL**

21.1 Tenant's Covenants

The Tenant covenants and agrees with the Landlord to:

- (a) develop and use the Leased Lands and the Leasehold Improvements only in compliance with all Approvals (including any environmental approval(s)), Applicable Laws and this Lease;

- (b) permit the Landlord to investigate the Leased Lands and the Leasehold Improvements, any goods thereon, and the Tenant's records at any time and from time to time to verify such compliance with all Approvals, Applicable Laws and this Lease;
- (c) at the reasonable request of the Landlord, obtain from time to time at the Tenant's cost a report from an independent consultant designated or approved by the Landlord verifying compliance with all Approvals, Applicable Laws and this Lease or the extent of any non-compliance therewith;
- (d) not store, manufacture, dispose, treat, generate, use, transport, remediate, remove or release Environmental Contaminants on or from the Leased Lands or the Leasehold Improvements except in accordance with all Approvals, Applicable Laws and this Lease;
- (e) notify the Landlord in writing of:
 - (i) any enforcement, clean-up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Tenant, the Leased Lands, or the Leasehold Improvements pursuant to any Approvals and/or Applicable Laws;
 - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Tenant, the Leased Lands, or the Leasehold Improvements relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Approvals, Applicable Laws or this Lease; and
 - (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Leased Lands or the Leasehold Improvements or any real property adjoining or in the vicinity of the Leased Lands which could subject the Tenant, the Leased Lands, or the Leasehold Improvements to any fines, penalties, orders, or proceedings under any Approvals and/or Applicable Laws; and
- (f) (i) at the expiry of the Term or earlier termination of the Lease, perform all remediation and other environmental work required to restore the Leased Lands to at least the Entry Environmental Baseline Condition prior to the expiry of the Holdover Period (the "**Tenant's Remediation Work**"), in accordance with the standards required by the Approvals, Applicable Laws and this Lease; and (ii) within thirty (30) days of completion of the Tenant's Remediation Work as aforesaid, commission and provide to the Landlord a Phase II Environmental Report (or such other report as the Landlord may require) prepared by a qualified, licensed and independent engineering consultant evidencing the completion of the Tenant's Remediation Work to the Landlord's satisfaction.

21.2 Landlord May Make Enquiries

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any Governing Authorities having jurisdiction with respect to the compliance by the Tenant with Approvals and/or Applicable Laws including applicable environmental approval(s), and the Tenant agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information.

21.3 Environmental Indemnification

The Tenant hereby indemnifies and saves harmless the Landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever which at any time or from time to time may be paid, incurred or asserted against the Landlord as a direct or indirect result of Adverse Environmental Conditions, where such Adverse Environmental Conditions result or arise from or are related to, in any manner whatsoever, any actions or omissions of the Tenant or the Tenant's Agents. This indemnification shall survive the expiration or earlier termination of this Lease.

21.4 Entry and Exit Environmental Reports

- (a) The Tenant shall commission and provide to the Landlord, at the Tenant's sole cost and expense, on or before the date that is two years following the Commencement Date (and in any event, prior to making any use of the Leased Lands whatsoever, save and except for any use of the Leased Lands as may be reasonably required in connection with the performance of the Entry Environmental Report), a Phase II Environmental Assessment prepared by a qualified, licensed and independent environmental consultant (the "**Entry Environmental Report**") in respect of the Leased Lands, in a form satisfactory to the Landlord, acting reasonably, and each Landlord's Mortgagee, and the Landlord and Tenant agree that the Entry Environmental Report and all subsequent reports related thereto shall be determinative in assessing the environmental condition of the Leased Lands as at the date thereof (the "**Entry Environmental Baseline Condition**") and whether any Adverse Environmental Conditions arose prior to the Commencement Date;
- (b) The Tenant shall commission and provide to the Landlord, at the Tenant's sole cost and expense, upon the expiration or earlier termination of this Lease, a Phase II Environmental Report prepared by a qualified, licensed and independent environmental consultant (the "**Exit Environmental Report**") in respect of the Leased Lands and, if applicable, the Leasehold Improvements, and the Landlord and the Tenant agree that the Exit Environmental Report and all subsequent reports related thereto shall be determinative in assessing the environmental condition of the Leased Lands as at the date thereof and whether any Adverse Environmental Conditions arose during the Term; and
- (c) Prior to making any use of the Leased Lands whatsoever, in addition to its obligation pursuant to Article 5 hereof, the Tenant shall provide to the Landlord and each Landlord's Mortgagee, at the Tenant's sole cost and expense, proposed drawings, plans and specifications in respect of the Initial Leasehold Improvements to be constructed and installed on the Leased Lands (collectively, the "**Plans**"), and any alterations, replacements, substitutions, or additions thereto, that the Landlord and such Landlord's Mortgagee may reasonably request, and the Landlord and Tenant agree that the Tenant shall not make any use of the Leased Lands whatsoever unless such Landlord Mortgagee has confirmed to the Landlord in writing that such Landlord Mortgagee (in consultation with third party consultants engaged by such Landlord Mortgagee (at the cost and expense of the Tenant) to support its review of the Plans) is satisfied, acting reasonably, that based on such Plans, the proposed construction and installation of the Initial Leasehold Improvements, will not have any material adverse impact on the Project or the lands upon which the Project is situated.

21.5 Remediation, Remediation Cost Estimate and Security

- (a) The Tenant shall commission and provide to the Landlord, at the Tenant's sole cost and expense, on or before the date that is two years following the Commencement Date (and in any event, prior to making any use of the Leased Lands whatsoever, save and except for any use of the Leased Lands as may be reasonably required in connection with the performance of the Remediation

Budget Report), a report prepared by a qualified, licensed and independent environmental consultant (the "**Remediation Budget Report**") which shall be in a form satisfactory to the Landlord, acting reasonably, and a Landlord's Mortgagee, and provide an estimate of the costs in respect of the anticipated Tenant's Remediation Work (the "**Tenant's Remediation Work Quote**") based on the Tenant's proposed use of, and development plans (as approved by the Landlord in accordance with this Lease) for, the Leased Lands.

- (b) The Tenant, at its sole cost, shall arrange for the Remediation Budget Report to be updated (by the same environmental consultant who initially prepared the Remediation Budget Report or if such environmental consultant no longer exists, an environmental consultant mutually agreed upon by the parties, each acting reasonably) (each updated Remediation Budget Report is, an "**Updated Remediation Budget Report**") every three (3) years during the Term to reflect any changes in the Tenant's Remediation Work Quote based on the Tenant's actual use and development of the Leased Lands and any remaining development plans. Each Updated Remediation Budget Report shall be prepared and delivered to the Landlord within sixty (60) days of the applicable anniversary of the Commencement Date.
- (c) Within fifteen (15) days of the Remediation Budget Report being issued and prior to the Tenant commencing any development or construction of Leasehold Improvements on the Leased Lands, the Tenant shall provide to the Landlord Financial Security (in a form acceptable to the Landlord, in its sole discretion) in the amount of **REDACTED** of the Tenant's Remediation Work Quote (the "**Tenant's Remediation Work Security**"). The Tenant's Remediation Work Security shall be adjusted from time-to-time during the Term to reflect any increases (but not decreases) in the Tenant's Remediation Work Quote based on any Updated Remediation Budget Report such that the Tenant's Remediation Work Security shall at all times be equal to at least **REDACTED** of the then adjusted Tenant's Remediation Work Quote. The Tenant shall, within fifteen (15) days following the issuance of the Updated Remediation Budget Report, pay to the Landlord the amount of any corresponding increase in the Tenant's Remediation Work Security as aforesaid. The Tenant's Remediation Work Security shall be held by the Landlord (for its own benefit and Maxim's benefit) throughout the Term as security for the prompt performance by the Tenant of all terms, covenants, conditions and provision of this Article 21 to be kept and performed by the Tenant. If the Tenant defaults in the performance of any of the terms, covenants, conditions or provisions under this Article 21, the Landlord may, but is not obligated to, appropriate and apply all or any part of the Tenant's Remediation Work Security on account of any damages, costs and expenses (including all legal fees, costs and disbursements on a solicitor and its own client basis) incurred, expended or sustained by the Landlord as a result of such default. If all or any part of the Tenant's Remediation Work Security is appropriated and applied by the Landlord, then the Tenant shall, within three (3) days after demand from the Landlord, remit to the Landlord a sufficient amount to restore the Tenant's Remediation Work Security to the amount that existed prior to the Tenant's Remediation Work Security being so appropriated and applied. If the Tenant fully discharges its obligations under Subsection 21.1(f) within the time period allotted therefor, and the Tenant is not otherwise in default under this Article 21, then the Tenant's Remediation Work Security shall be returned to the Tenant within thirty (30) days of the expiry of the Holdover Period, without interest.
- (d) Notwithstanding anything to the contrary contained herein, if, at the Landlord's option in accordance with Subsection 5.10(a), the Leasehold Improvements are to remain on the Leased Lands following the expiration of the Term or earlier termination of this Lease, then, at the Landlord's sole election, the full amount of the Tenant's Remediation Work Security shall be absolutely forfeited to the Landlord and the Tenant shall be relieved of its obligation to perform the Tenant's Remediation Work in accordance with Subsection 21.1(f).

- (e) Prior to the Tenant performing the Entry Environmental Report and the Remediation Budget Report, the Landlord shall be permitted to access and use the Leased Lands for any purpose whatsoever.

ARTICLE 22 OPTIONS TO EXTEND

22.1 Extension

If the Tenant:

- (a) pays the Rent as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Lease;
- (b) has commenced construction of the Facility and is diligently and in good faith working to complete construction of the Facility; and
- (c) shall have given notice to the Landlord at least **REDACTED** prior to the expiration of the initial Term;

the Tenant shall, at the expiration of the Term, have the option to extend this Lease for a further period of **REDACTED** (the "**Extension Term**") upon the same terms, conditions and covenants as are herein contained. For clarity, any reference to "Term" in this Lease during the Extension Term shall be deemed to refer to such Extension Term.

ARTICLE 23 MISCELLANEOUS

23.1 Certificate of Good Standing

The Landlord and the Tenant agree that at any time and from time to time upon not less than thirty (30) days' prior request by the other party, a Mortgagee or a Landlord's Mortgagee, each will execute, acknowledge, and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the Rent and other charges have been paid, and the request shall specify the charges in respect of which such information is required; and
- (c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular enquiries, the party who requests the statement is not in default under any provisions of this Lease, or if in default, the particulars thereof.

23.2 Registration

The Tenant will not allow or cause this Lease or any assignment or sublease or other document evidencing an interest of the Tenant in this Lease, the Leased Lands or the Leasehold Improvements to be registered except that, the Tenant may register a caveat against title to the Lands, disclosing the existence of this Lease, describing the parties, the term, and options to extend, if any, but not to disclose the rent or other financial details of this Lease. The Tenant shall obtain the Landlord's prior

written consent (not to be unreasonably withheld) to the form of any such caveat prior to registering the same against title to the Lands or any portion thereof.

23.3 Non-Juridical Day

If the date for making payment or doing any act hereunder shall be a date other than a Business Day, such date shall be extended to the first Business Day following such date.

23.4 Non-Waiver

A waiver by the Landlord or the Tenant of the strict performance of any term, covenant or condition herein contained shall not of itself constitute a waiver of any such term, covenant or condition or of any subsequent breach thereof.

23.5 Not a Partnership or Joint Venture

The Landlord and the Tenant hereby expressly declare that it is neither their intention nor their agreement that this Lease or any arrangement between the parties hereto shall, or shall be deemed to, constitute the Landlord and the Tenant partners, joint venturers or principal and agent, or to create any relationship between the Landlord and the Tenant other than the relationship of landlord and tenant.

23.6 Entire Agreement

This Lease shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall not be modified, amended, or waived except by an instrument in writing duly executed and delivered by the parties or by their successors and permitted assigns.

23.7 Applicable Law

This Lease shall be governed by and construed in accordance with the laws of the Province of Alberta and each party hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

23.8 Enurement

This Lease and the terms, conditions and covenants thereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

23.9 Severability

If any provision of this Lease is determined to be invalid or unenforceable, it shall be severable from the remainder of this Lease which shall continue to remain in full force and effect.

23.10 Time is of the Essence

Time shall be of the essence of this Lease.

23.11 Counterpart Execution

This Lease may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document, all such counterparts shall together constitute, and be construed as, one instrument and each of such counterparts shall, notwithstanding

the date of its execution, be deemed to bear the date first written above. A signed counterpart provided by way of facsimile transmission or in electronic portable document format (.pdf) shall be as binding upon the parties as an originally signed counterpart.

[Signature page follows]

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the date first written above.

MILNER POWER INC.

Per: (Signed)

Authorized Signatory

MINE 14 OPERATIONS INC.

Per: (Signed)

Authorized Signatory

SCHEDULE "A"

LANDS

REDACTED

SCHEDULE "B"
FINAL SITE PLAN

REDACTED

SCHEDULE "C"
ROAD USE AND ACCESS AGREEMENT

See attached.

MILNER POWER LIMITED PARTNERSHIP

as Grantor

- and -

MINE 14 OPERATIONS INC.

as Grantee

ROAD USE AGREEMENT

April 29, 2025

GROUND LEASE

ROAD USE AGREEMENT dated as of April 29, 2025 between MILNER POWER LIMITED PARTNERSHIP by its general partner, MILNER POWER INC. ("**Grantor**") and MINE 14 OPERATIONS INC. ("**Grantee**").

WHEREAS Grantor is the registered owner of those lands legally described in Schedule "A" hereto (the "**Lands**").

AND WHEREAS Grantor, as landlord, and Grantee, as tenant, are parties to a ground lease dated April 29, 2025 (the "**Lease**"), in respect of certain premises located on the Lands as more particularly described therein (the "**Leased Lands**").

AND WHEREAS Grantee wishes to use certain road(s) located on the Lands as identified on Schedule "B" (the "**Road**") for the purposes of accessing the Leased Lands.

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Agreement the following terms have the following meanings:

- (a) "**Agreement**" means this agreement and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;
- (b) "**Business Day**" means any day exclusive of Saturdays, Sundays or statutory holidays;
- (c) "**Force Majeure**" means any occurrence beyond the reasonable control of the Party claiming suspension of an obligation that has not been caused by that Party's negligence and that the Party was unable to prevent or provide against by the exercise of reasonable diligence at a reasonable cost and includes, without limiting the generality of the foregoing, an act of God, war, revolution, insurrection, blockage, riot, strike or lockout or other industrial disturbance, fire, lightning, unusually severe weather, storms, floods, explosion, accident, shortage of labour or materials, or government restraint, action, delay, or inaction;
- (d) "**Field Representative**" means a person named to act on behalf of a Party in matters pertaining to this Agreement and each such Field Representative has the right and authority to make, give, or receive any notice, information, direction, or decision required or provided for in this Agreement;
- (e) "**GST**" means a Goods and Services Tax administered pursuant to the *Canada Excise Tax Act*, RSC 1985, c E-15, or other legislation that imposes a tax on the recipient of goods and services;
- (f) "**Party**" means any person bound by this Agreement and "**Parties**" includes all of them;

- (g) **"Rate"** or **"Rates"** means the amounts Grantor shall charge Grantee for the use and maintenance of the Road; and
- (h) **"Road Bans"** means a restriction on road access due to such things as construction, maintenance, seasonal weather conditions, or wildlife constraints.

ARTICLE 2 TERMS AND CONDITIONS

2.1 Grant

Grantor, insofar as it has the right to do so, grants to Grantee, its employees, agents, servants, contractors and subcontractors, the non-exclusive right to use the Road for the purpose described in Schedule "C".

2.2 Schedules

This Agreement, including the following Schedules which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule "A" - Lands
 Schedule "B" - Plan of Road
 Schedule "C" - Purpose and Rates
 Schedule "D" - Field Representatives

ARTICLE 3 INTERPRETATION

3.1 Interpretation

In this Agreement:

- (a) The headings of the articles and Schedules are inserted for convenience of reference only and shall not affect meaning or construction;
- (b) Whenever the singular or masculine or neuter is used each shall be interpreted as meaning the plural or feminine or body politic or corporate and vice versa, as the context requires;
- (c) All references to currency are references to the currency of Canada;
- (d) All claims in respect of which a Party has a claim pursuant to this Agreement include without limitations reasonable legal fees and disbursements on a solicitor and their own client basis and on a full indemnity basis;
- (e) References to a statute is a reference to such enactment as amended or re-enacted from time to time and every statute that may be substituted in whole or in part and the regulations, bylaws or other subsidiary legislation made pursuant to such statute;
- (f) If a derivative form of a term or expression that is defined in this Agreement is also used in this Agreement, such derivative form shall have a meaning that corresponds to such term or expression in the context in which it is used.

ARTICLE 4 TERM AND TERMINATION

4.1 Term

The term of this Agreement shall commence on the Commencement Date (as defined in the Lease) and shall thereafter, run coterminously with the Lease. Notwithstanding any provision to the contrary herein contained, it is agreed between Grantor and Grantee that if the Lease is terminated, this Agreement shall likewise be terminated.

4.2 Grantee to Repair – End of Term

Grantor shall inspect the Road within a reasonable period of time prior to or following termination or expiration of this Agreement and shall notify Grantee of any damage to the Road, excluding normal wear and tear, which shall be repaired in accordance with section 10.1.

ARTICLE 5 CONSIDERATION

5.1 Consideration

Grantee agrees to pay Grantor the Rates as set forth under the heading "Consideration" in Schedule "C".

5.2 Grantee Maintenance Expense

Grantor shall invoice Grantee for its share of the Road maintenance and repair costs reasonably attributable to Grantee's use thereof as determined by Grantor, acting reasonably, at such intervals as Grantor may desire and Grantee shall submit payment in the manner described on the invoice(s).

5.3 Interest

Grantor shall be entitled to charge interest on any amounts that remain outstanding after thirty (30) days from Grantee's receipt of the invoice at the rate prescribed in Section 3.6 of the Lease from the day that payment is due until the day it is paid, regardless of whether Grantor has notified Grantee in advance of its intention to charge interest with respect to that unpaid amount.

5.4 Taxes

In the event Grantor is required to collect any taxes, assessments, fees or charges on behalf of any governmental authority including, without limitation, Federal Goods and Services Taxes, from Grantee with respect to any transaction occurring as a result of this Agreement, then Grantee shall pay the amount of such taxes, assessments, fees or charges to Grantor, and Grantor shall remit those amounts to the relevant taxing authority as required by law.

5.5 GST

Rates are exclusive of GST.

**ARTICLE 6
GRANTEE RESPONSIBILITIES**

6.1 Compliance with Laws

Grantee shall at all times comply with any and all:

- (a) applicable codes, statues, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force; and
- (b) rules and conditions established by Grantor or Grantor's Field Representative.

6.2 Notice of Defects

Grantee shall notify Grantor of any fault or defect in the Road, or any non-conformity with obligations pursuant to this Agreement, that Grantee is required to observe or perform.

6.3 Removal of Installations

Within a reasonable period of time prior to or following termination or expiration of this Agreement, Grantee shall, if requested by Grantor, remove all culverts, installations, improvements and fixtures on the Road placed there for Grantee's purposes. If they are not removed within thirty (30) days of such request, Grantor shall have the right to remove such culverts, installations or fixtures and Grantor shall invoice Grantee the costs related thereto and Grantee shall pay the invoice in the manner described on the invoice.

6.4 No Interference

Grantee shall not cause any interference with Grantor's use and occupation of the Road or the Lands, including without limitation, the operation of the power plant situate thereon.

**ARTICLE 7
VARIATION OF ROAD LOCATION**

7.1 Variation of Road Location

- (a) The Grantor, at its sole cost and expense, may vary or amend the location or configuration of the Road from time to time, provided that there is no material adverse effect on the Grantee's ingress and egress to and from the Leased Lands and such relocated or reconfigured Road shall be reasonably suitable for the Grantee's use.
- (b) The Grantee may not vary or amend the location or configuration of the Road without the Grantor's approval, such approval not to be unreasonably withheld, provided that: (i) it shall be reasonable for the Grantor to withhold its approval if it determines that the proposed variation or amendment is material in nature or will have an adverse impact on the Grantor's use and enjoyment of the Lands; and (ii) the Grantor's approval shall be subject to such reasonable conditions as the Grantor may impose. The Grantee, at its sole cost and expense, shall be responsible for any variation or amendment in the location or configuration of the Road approved by the Grantor in accordance with the preceding sentence.

ARTICLE 8 ROAD RESTRICTIONS

8.1 Grantor Control & Road Bans

Grantor reserves to itself the exclusive control and operation of the Road and Grantee shall observe all load limits, speed limits, Road Bans, closures and restrictions whether imposed by governmental authority or, if it reasonably deems the Road conditions warrant such, by Grantor.

8.2 Notice of Closure

Grantor shall, on a best efforts basis, notify Grantee when anticipated closures or restrictions are to be imposed.

8.3 Release of Grantor from Liability for Closure or Road Ban

Grantor shall not be liable for any loss or damage to Grantee as a result of the imposition of any limits, bans, closures and restrictions or of any failure to give reasonable notice thereof to Grantee.

8.4 Grantor Control

Grantor reserves the right to control the entrances of any access road connected to the said Road and to control the location of signs and culvert installations at such access points.

ARTICLE 9 MAINTENANCE

9.1 Maintenance

Grantor shall perform and effect such maintenance and repairs to the Road as it deems necessary to maintain it in a condition acceptable for Grantor's use. Grantor has the right to enter on the Road at its discretion to effect maintenance and repairs and Grantor shall not be responsible or liable to compensate Grantee for any loss, injury, damage, inconvenience, or annoyance it may suffer from such entry.

9.2 No Representations or Warranties Relating to Suitability of the Road

Notwithstanding anything herein contained, Grantor makes no representations or warranties as to the suitability or fitness of the Road for Grantee's use, or otherwise, nor does Grantor give any undertaking to maintain the Road in useable condition.

9.3 Grantee Upgrades

Grantee shall not undertake any additions, installations or improvements with respect to the Road without the prior written approval from Grantor (which approval may be subject to such conditions as Grantor may impose). The entire cost and risk of such additions, installations or improvements, together with any incremental costs of maintaining the Road in its improved state or abandoning and reclaiming the Road, shall be borne solely by Grantee. The performance of such additions, installations or improvements shall at all times be subject to Section 6.4 hereof.

9.4 Grantee Maintenance

Where Grantor has no need to use or maintain the Road, or a portion thereof, Grantee undertakes and agrees that, at the option of Grantor, maintenance of the Road shall be the sole responsibility of Grantee.

ARTICLE 10 DAMAGES

10.1 Damage and Destruction

Grantee agrees that if damage or destruction to the Road, as determined by Grantor, acting reasonably, results from the exercise by Grantee and its servants, agents, employees, contractors and subcontractors of the rights herein granted, Grantee shall, at Grantor's request, restore the Road to its condition immediately prior to the damage. If Grantee fails to comply with such instruction within thirty (30) days, Grantor may restore the Road to its condition immediately prior to the damage at the expense of Grantee. In such event, Grantee will reimburse Grantor for its costs of the restoration within thirty (30) days of receiving Grantor's invoice. Should Grantee fail to pay such costs within thirty (30) days, Grantee shall be subject to the interest provisions set out in section 5.3.

ARTICLE 11 LIABILITY AND INDEMNITY

11.1 Injury, Damage, or Loss of Property

Grantee shall use the Road entirely at its own risk and shall be liable for any loss, damage or expense suffered by Grantor as a result of the use of the Road by Grantee, its employees, agents, servants, contractors or subcontractors, unless such loss, damage or expense is a direct result of the gross negligence or willful misconduct of Grantor, its employees, agents, servants, contractors or subcontractors.

11.2 Indemnity

Grantee shall indemnify Grantor against all actions, proceedings, claims, demands and costs suffered by Grantor resulting from the use of the Road by Grantee, its employees, agents, servants, contractors or subcontractors, unless such action, proceeding, claim, demand or cost is a direct result of the gross negligence or wilful misconduct of Grantor, its employees, agents, servants, contractors or subcontractors.

ARTICLE 12 ENVIRONMENTAL

12.1 Environmental Contamination

The environmental provisions of the Lease, including, without limitation, Article 21 thereof, shall be incorporated into this Agreement and apply to the Road and Grantee's use thereof, *mutatis mutandis*.

**ARTICLE 13
DEFAULT**

13.1 Default

- (a) If (i) Grantee fails to comply with any of the terms or conditions of this Agreement or is otherwise in default of any provisions of this Agreement and such failure to comply or default continues for a period of ten (10) days after receipt of notice from Grantor to remedy such default; or (ii) an Event of Default occurs under the Lease, then in each case Grantor may, without limiting any other remedies it may have hereunder, under the Lease, or at law, terminate this Agreement in full or in part.
- (b) Notwithstanding any term provided elsewhere in this Agreement, in the event that Grantee shall fail to perform or to carry out any of the obligations or undertakings to be performed or carried out by Grantee pursuant to this Agreement, Grantee shall pay on demand to Grantor every cost and expense incurred by Grantor in enforcing or in attempting to enforce, or both, the terms and conditions contained in this Agreement, including, without restricting the generality of the foregoing, all legal fees and disbursements incurred by Grantor on a fully indemnity basis.

**ARTICLE 14
REPRESENTATIONS**

14.1 Grantor Representations and Warranties

Grantor represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement;
- (b) it is under no restrictions or obligations, contractual or otherwise, that are inconsistent with the execution of this Agreement or will interfere with its performance of any of Grantor's obligations under this Agreement;
- (c) all work to be performed by Grantor hereunder shall be performed in a competent fashion and in accordance with applicable industry standards in the area in which the Road is located.

14.2 Grantee Representation and Warranties

Grantee represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement;
- (b) it is under no restrictions or obligations, contractual or otherwise, that are inconsistent with the execution of this Agreement or will interfere with its performance of any of Grantee's obligations under this Agreement;
- (c) all work to be performed by Grantee hereunder shall be performed in a competent fashion and in accordance with applicable industry standards in the area in which the Road is located.

**ARTICLE 15
INSURANCE**

15.1 Insurance

- (a) The insurance provisions of the Lease, including, without limitation, Article 7 thereof, shall be incorporated into this Agreement and apply to the Road and Grantee's use thereof, *mutatis mutandis*, such that, without limiting the generality of the foregoing, any insurance required by Grantee to be carried under the Lease in respect of the Leased Lands and its use thereof shall also be carried by Grantee in respect of the Road and its use thereof, provided that the limit applicable to commercial liability insurance carried by the Grantee in respect of the Road and its use thereof shall be not less than **REDACTED** per occurrence.
- (b) In addition to the insurance described in Subsection (a), Grantee shall also maintain and keep in force during the term of this Agreement, for the benefit of Grantee, Automobile Liability Insurance covering bodily injury (including passenger hazard) and property damage arising from the operation of owned or non-owned vehicles used on the Road in the course of operations by Grantee, with inclusive limits of not less than **REDACTED** for any one accident or occurrence. The requirements under the Lease with respect to policies of insurance maintained by Grantee shall apply to the insurance described in this Subsection (b), *mutatis mutandis*.

**ARTICLE 16
ARBITRATION**

16.1 Arbitration

The arbitration provisions of the Lease, including, without limitation, Article 17 thereof, shall be incorporated into this Agreement and apply to this Agreement, *mutatis mutandis*.

**ARTICLE 17
NOTICES**

17.1 Notices

- (a) Notices, invoices and other communications to be given under this Agreement shall be in writing and may be delivered by hand, mailed or electronically transmitted, excluding social media, addressed to the Parties as follows:

GRANTOR: **MILNER POWER LIMITED PARTNERSHIP
REDACTED**

Email: **REDACTED**
Attention: **REDACTED**

And to Grantor's Field Representative

GRANTEE: **MINE 14 OPERATIONS INC.
REDACTED**

Email: **REDACTED**

Attention: **REDACTED**

And to **REDACTED**

- (b) Either Party may, from time to time, change its address for service by giving written notice to the other Party and such changed address is effective five (5) Business Days after notice is deemed to be received.
- (c) Any notice, invoice or other communication shall be deemed to be received by the addressee, if delivered personally, at the time of delivery and, if mailed, on the fourth Business Day following the day on which it was mailed.
- (d) Any notice, invoice or other communication delivered or transmitted by electronic medium, including electronic mail, is deemed to be received when the notice or notification enters the recipient Party's information system and becomes capable of being retrieved and processed by that Party if those events occur during normal business hours on any Business Day or at the beginning of the next Business Day if those events are after five o'clock, local time.
- (e) In the case of a postal disruption, or an anticipated postal disruption, all notices or other communications to be given under this Agreement shall be electronically transmitted or delivered by hand.

ARTICLE 18 FORCE MAJEURE

18.1 Force Majeure

If a Party is prevented by Force Majeure from fulfilling any obligation, the obligations of the Party, insofar only as its obligations are affected by the Force Majeure, shall be suspended while the Force Majeure continues to prevent the performance of such obligations and for that time as that Party may reasonably require to commence to fulfill such obligation. A Party prevented from fulfilling any obligation by Force Majeure shall give the other Party notice of the Force Majeure and the affected obligations including reasonably full particulars as soon as reasonably possible in the circumstances. Nothing is construed to relieve either Party of its obligation to pay monies due under this Agreement.

ARTICLE 19 ASSIGNMENT

19.1 Assignment

- (a) This Agreement is not assignable in whole or in part by Grantee.
- (b) Grantor may assign this Agreement without the consent of Grantee.

**ARTICLE 20
MISCELLANEOUS**

20.1 Conflict with Laws

If compliance with any provision of this Agreement would result in violation of any applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority, such code, statute, law, regulation, permit, license, order and direction of any governmental authority shall prevail and this Agreement shall be deemed to be amended accordingly.

20.2 Entire Agreement

This Agreement, as amended from time to time by agreement in writing of the Parties, shall be the entire agreement between Grantor and Grantee as to the matters herein and all previous promises, representations or agreements between the Parties, whether oral or written, shall be deemed to have been replaced by this Agreement.

20.3 Counterpart Execution

This Agreement may be executed in counterparts, whether originally or electronically, each of which is deemed an original, but all of which constitute one and the same instrument.

20.4 Unenforceability

If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability will not affect the enforceability of the balance of this Agreement and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed so as to preserve the enforceability of this Agreement.

20.5 Non-Waiver

It is further understood and agreed that no failure or delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege under this Agreement.

20.6 Severability

The failure of a Party to seek redress for violation of or to insist on the strict performance of any covenant or condition of this Agreement does not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

20.7 Governing Law

This Agreement shall be governed by the construed in accordance with the laws of the Province of Alberta is situated and the federal laws of Canada, as applicable, and shall be treated as a contract of the province in which the Road is situated.

20.8 Time is of the Essence

Time is of the essence throughout.

THE PARTIES have executed this Agreement as of the Effective Date.

**MILNER POWER LIMITED PARTNERSHIP
by its general partner, MILNER POWER INC.**

Per: _____
Authorized Signatory

MINE 14 OPERATIONS INC.

Per: _____
Authorized Signatory

SCHEDULE "A"
LANDS

REDACTED

SCHEDULE "B"

PLAN OF ROAD

(See Attached.)

REDACTED

SCHEDULE "C"

PURPOSE AND RATES

PURPOSE OF USE: To gain access to the Leased Lands

CONSIDERATION: \$1 per year

SCHEDULE "D"

FIELD REPRESENTATIVES

GRANTOR'S FIELD REPRESENTATIVE ADDRESS:

Address REDACTED

Phone: REDACTED

Fax: REDACTED

Attention: REDACTED

GRANTEE'S FIELD REPRESENTATIVE ADDRESS:

Address REDACTED

Phone: REDACTED

Attention: REDACTED

SCHEDULE "D"
INDEMNITY AGREEMENT

See attached.

INDEMNITY AGREEMENT
(this "Agreement")

This Agreement made effective April 29, 2025 (the "Effective Date").

BY:

VALORY RESOURCES INC. (the "Indemnifier")

IN FAVOUR OF

MILNER POWER INC. (the "Landlord")

RECITALS:

- A. The Landlord and Mine 14 Operations Inc. (the "**Tenant**") are party to a ground lease dated April 29, 2025 as such ground lease may be amended from time to time (the "**Lease**") in respect of certain premises located in the Municipal District of Greenview No. 16, Alberta, for the purpose of constructing and operating a coal processing facility, all as more particularly described in the Lease.
- B. As an inducement to the Landlord to enter into the Lease with the Tenant, the Indemnifier wishes to enter into this Agreement with the Landlord.

NOW THEREFORE in consideration of the Landlord entering into the Lease, the mutual covenants and agreements between the parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

Except as otherwise defined herein, all initially capitalized terms used in this Agreement shall have the meaning given in the Lease.

ARTICLE 2
INDEMNITY

2.1 Payment and Performance

The Indemnifier hereby unconditionally covenants and agrees with the Landlord to:

- (a) make due and punctual payment of all amounts payable to the Landlord under the Lease, whether as rent, additional rent or otherwise (the "**Rent**") as and when they fall due;

- (b) observe and perform all of the other covenants, provisions and obligations of whatsoever kind contained in or arising out of the Lease, which are to be observed and performed by the Tenant, or its successors or assigns, under the Lease (such covenants, provisions and obligations being herein collectively called, the "**Terms**"); and
- (c) indemnify and save the Landlord harmless from any loss or damage suffered or incurred by the Landlord as a result of any breach by the Tenant of the Tenant's obligations to pay Rent or observe and perform the Terms under the Lease.

2.2 Indemnity Not Limited

This Agreement is not limited. The liability of the Indemnifier to the Landlord hereunder shall for all purposes be construed as if the Indemnifier was the primary obligor and not merely surety for the obligations of the Tenant under the Lease.

2.3 Indemnity Absolute and Unconditional

The Indemnifier acknowledges and agrees that the Landlord shall be entitled, without prior notice to the Indemnifier, without the knowledge or consent of the Indemnifier and without affecting the obligations and liabilities of the Indemnifier hereunder, to:

- (a) alter the amount, time or manner of payment of Rent, or grant extensions, indulgences, releases or discharges pertaining thereto;
- (b) amend, modify, change or supplement the Terms as agreed by the Tenant;
- (c) accept or require security from the Tenant for arrears of Rent or non-compliance with the Terms;
- (d) assign the Lease or benefits of the Rent thereunder to any mortgagee of the Landlord;
- (e) consent to, or receive notice of, the Tenant's assignment of the Lease or subletting of all or a part of the Premises;
- (f) assign this Agreement in whole or in part; and
- (g) otherwise deal with the Lease as agreed to by the Tenant.

2.4 Expiry of Indemnity

Notwithstanding any other provision of this Agreement, it is agreed and acknowledged that the liabilities and obligations of the Indemnifier hereunder shall continue until the Rent has been fully paid and all of the Terms have been duly observed and performed or until the Landlord shall have delivered to the Indemnifier an instrument in writing discharging the Indemnifier from all of its obligations and liabilities hereunder.

ARTICLE 3 DEFAULT AND REMEDIES

3.1 Default

In the event of a default under the Lease or under this Agreement, the Indemnifier hereby acknowledges that the Landlord shall not be required to:

- (a) proceed against or exhaust any remedy against the Tenant;
- (b) proceed against or exhaust any security of the Tenant held by the Landlord;
- (c) pursue any other remedy available to the Landlord; or
- (d) notify the Indemnifier of any default under the Lease by the Tenant,

before making a claim hereunder against the Indemnifier. A default of the Indemnifier under this Agreement, including without limitation, the failure to promptly delivery anything reasonably requested by the Landlord pursuant to Section 4.3 hereof, shall constitute a default of the Tenant under the Lease.

3.2 Enforcement

The Landlord has the right to enforce this Agreement regardless of the acceptance of additional security from the Tenant and regardless of any release or discharge of the Tenant by the Landlord or by others or by operation of law. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Agreement is not and is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in any receivership, bankruptcy, winding-up or other creditors' proceedings or the rejection, disaffirmance or disclaimer of the Lease in any proceeding or otherwise. The liability of the Indemnifier shall not be affected by any repossession of the Premises by the Landlord.

3.3 Additional Security

This Agreement is in addition to, and not in substitution for, any other covenant or security the Landlord may obtain in respect of the Lease, and the liability of the Indemnifier hereunder is not affected by the existence or non-existence of any such other covenant or security.

3.4 Sale Not Affecting

The covenants of the Indemnifier shall be, remain and continue operative and binding notwithstanding the sale or disposition of the assets or business of the Tenant or the Indemnifier in whole or in part to one another or to others, or any change or reorganization of the Tenant.

3.5 Remedies Not Limiting

No action or proceeding brought or instituted under this Agreement and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Agreement by reason of any further default hereunder or in the performance and observance of the Terms.

ARTICLE 4 GENERAL

4.1 Notice

Any notice or other communication which may or is required to be given pursuant to this Agreement shall be in writing and shall be delivered and received in accordance with the notice provisions set out in the Lease and the Indemnifiers address for any such notices shall be the Premises.

4.2 Lease

The Indemnifier acknowledges having received and read a copy of the Lease and that the Indemnifier understands same.

4.3 Further Assurances

The parties hereto shall execute such further documents and do or cause to be done such further acts or things as may be necessary to better implement and carry into effect the provisions and intent of this Agreement.

4.4 Headings

Headings used throughout this Agreement are solely for the convenience of the parties hereto and are not to be used as an aid in the interpretation of this Agreement.

4.5 Interpretation

The necessary grammatical changes required to make the provisions of this Agreement apply in the plural where a party comprises more than one entity and to corporations, associations, partnerships or individuals will be assumed in all cases as though in each case they were fully expressed. Any words herein making reference to gender shall be deemed to include the other gender, corporations, associations and partnerships, as applicable.

4.6 Time of Essence

Time shall be of the essence of this Agreement.

4.7 Non-Juridical Day

If the date for making payment or doing any act hereunder shall be a Saturday, Sunday or a statutory holiday in the Province of Alberta, such date shall be extended to the first business day following such date.

4.8 Representations and Entire Agreement

This Agreement and the Lease contain the entire terms, conditions, and provisions relating to the matters contemplated herein and there are no other additional or collateral terms, conditions, agreements, representations or warranties, express or implied, relating to the matters contemplated herein except as expressly stated in this Agreement. This Agreement supersedes all prior oral and written

agreements and understandings of the parties hereto, or any one of them in relation to the matters contemplated herein.

4.9 Amendments

This Agreement shall not be modified, amended or waived except by an instrument in writing duly executed and delivered by the parties hereto or by their respective successors and permitted assigns.

4.10 Non-Waiver

A waiver by any party of the strict performance of any term, covenant or condition herein contained shall not of itself constitute a waiver of any such term, covenant or condition or of any subsequent breach thereof.

4.11 Severability

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.12 Successors and Assigns

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

4.13 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each party hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

[Signature page follows]

4.14 Counterpart Execution

This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document, all such counterparts shall together constitute, and be construed as, one instrument and each of such counterparts shall, notwithstanding the date of its execution, be deemed to bear the date first above written. A signed counterpart provided by way of facsimile transmission or in .pdf format shall be as binding upon the parties hereto as an originally signed counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

VALORY RESOURCES INC.

Per: _____
Authorized Signatory

MILNER POWER INC.

Per: _____
Authorized Signatory

TENANT ACKNOWLEDGEMENT

The Tenant hereby acknowledges and agrees that a default of the Indemnifier under this Agreement, including without limitation, the failure to promptly delivery anything reasonably requested by the Landlord pursuant to Section 4.3 hereof, shall constitute a default of the Tenant under the Lease.

MINE 14 OPERATIONS INC.

Per: _____
Authorized Signatory

SCHEDULE "E"
DUST CONTROL HANDBOOK

REDACTED