

MEP Developments Inc.
Landlord

-and -

Empower Environmental Solutions Calgary Ltd.
Tenant

-and -

Northstar Clean Technologies Inc.
Indemnifier

LEASE OF LAND

THIS AGREEMENT made this 14th day of February 2023.

BETWEEN:

MEP Developments Inc.
(the “**Landlord**”)

OF THE FIRST PART

-AND-

Empower Environmental Solutions Calgary Ltd.
(the “**Tenant**”)

OF THE SECOND PART

-AND-

Northstar Clean Technologies Inc.
(the “**Indemnifier**”)

OF THE THIRD PART

WHEREAS the Landlord is the owner of certain lands in the Province of Alberta, which lands are legally described as Plan 0610498, Block 7, Lot 4, in the Municipality of Rocky View County (the “**Lands**”);

AND WHEREAS the Landlord has agreed to lease to the Tenant the Lands containing approximately 3.98 acres as more specifically set out in Schedule “A” (the “**Premises**”) upon and subject to the provisions, agreements and conditions herein set forth;

WITNESSETH:

1. Demise

In consideration of the rents, covenants and agreements herein reserved and contained the Landlord leases unto the Tenant the Premises.

2. Use

For the reprocessing of asphalt shingles in addition to a yard storage for up to 25,000 tonnes of asphalt shingles or for such other purpose as the Landlord may specifically authorize in writing.



3. Term and Extension of Term

- (a) To have and to hold the Premises for a term of Fifteen (15) years (the "**Term**") commencing on July 1st, 2023 (the "**Commencement Date**") and ending on June 30th, 2037.
- (b) The Tenant may have non-exclusive access to the Premises on June 1st, 2023, or earlier provided the Lease is signed, the Security Deposit and Insurance Certificate are provided, as defined herein and the Premises has enough site work completed to allow access for the Tenant. The parties shall make best efforts to enable the Tenant to access the Premises earlier for asphalt shingle collection. The period from the earlier of (i) June 1, 2023 or (ii) such earlier date of access is referred to as the "**Fixturing Period**". No Base Rent or Additional Rent shall be due during the Fixturing Period.
- (c) Provided that the Tenant is Empower Environmental Solutions Calgary Ltd. and is not in default beyond any applicable notice and cure period, the Tenant, upon written notice to the Landlord (the "**Extension Notice**") shall have an option to extend the term of the Lease for two (2) additional five (5) year terms (each, an "**Extension Term**") on the same terms and conditions of the Lease except for Base Rent, any tenant inducements and any extension beyond an Extension Term. The Tenant may exercise its intention to extend the term of this Lease, via the Extension Notice, no less than nine (9) months and no greater than twelve (12) months prior to the end of the Term or the then-current Extension Term, as the case may be.

An Extension Term Base Rent shall be based on fair market value which will be negotiated by the Landlord and the Tenant within thirty (30) days following the date of receipt of the Extension Notice but in no event shall an Extension Term Base Rent be less than the Base Rent (defined below) payable to the Landlord in the last year of the initial Term.

In the event the parties fail to agree to the Base Rent for an Extension Term then the matter shall be referred to a single arbitrator appointed by the parties for determination of the fair market value. If the parties cannot agree on a single arbitrator, each party shall appoint an arbitrator within fifteen (15) days after notice of failure to agree served by one party on the other. Each party shall advise the other party in writing of its arbitrator so appointed. In the event a party shall fail to appoint an arbitrator and notify the other party in writing of his or her identity within the said fifteen (15) day limit, the arbitrator appointed by the other party shall act as a sole arbitrator. Upon the appointment of an arbitrator by each of the parties, the two arbitrators shall then appoint a third arbitrator (and failing their agreement on a third, the same shall be appointed by a Justice of the Court of Queen's Bench of Alberta on application by either party hereto) and the three arbitrators shall then proceed to determine the matters in dispute. The dispute shall be determined by majority decision of the arbitrators (or the sole arbitrator, if one is agreed upon or applicable) and such determination shall be final. Each arbitrator shall be a disinterested person of recognized competence in the real estate business in the City of Calgary. The expenses of such arbitration shall be

shared equally by the Landlord and the Tenant, unless otherwise determined by the arbitrator(s). Except as otherwise herein provided, the arbitration shall be conducted in accordance with the provisions of the Arbitration Act of Alberta and any amendments thereto or successors to such statute, which provisions shall apply mutatis mutandis.

4. **Deposit**

The Tenant has provided a deposit in the amount of [REDACTED] plus GST (the “**Security Deposit**”), which shall be held by the Landlord as security throughout the Term for the faithful performance by the Tenant of the terms, covenants and conditions on the part of the Tenant to be performed hereunder. There shall be no interest payable on such Security Deposit. The Tenant shall not have the right to direct that the Landlord apply the Security Deposit to rent. Any portion of such Security Deposit may be applied towards payment of overdue or unpaid rent at the option of the Landlord, or as compensation to the Landlord for any loss, damage or expense sustained by the Landlord attributable to the Tenant’s default hereunder. Such application of the Security Deposit shall not limit or prejudice the Landlord’s other rights or remedies hereunder or at law and the liability of the Tenant shall not be limited to the amount of such Security Deposit. If during the Term any portion of the Security Deposit is so applied then the Tenant shall forthwith upon written demand deliver to the Landlord a sufficient amount in cash or certified cheque to restore the Security Deposit to its original amount. Provided the Tenant has vacated the Premises in the manner provided for in this Lease and has otherwise observed and performed its obligations hereunder, the Landlord shall refund to the Tenant any remaining portion of the Security Deposit within fifteen (15) days after the expiration of the Term.

In addition, the Tenant shall provide a Letter of Credit (the “LC”) or equivalent on the Commencement Date equal to one (1) year of Base Rent and Additional Rent as additional security which shall decline by one month’s Base Rent and Additional Rent annually for the first five (5) years of the Term and at the end of the fifth (5th) year, the LC shall be relinquished. If an LC cannot be secured by the Commencement Date, the Tenant shall have the option to provide security by way of cash payment in the same amount. In the event no LC or cash equivalent is provided to the Landlord, the Tenant shall be deemed to be in default as defined herein.

5. **Rent and Additional Rent**

(a) **Base Rent**

The base rent for the Premises shall be as follows:

- i. For the period of July 1st, 2023 to June 30th, 2028, the Base Rent shall be [REDACTED] net per year payable in advance on the first (1st) day of each month in twelve (12) equal monthly installments of [REDACTED]

[REDACTED]

ii. For the period of July 1st, 2028 to June 30th, 2033, the Base Rent shall be [REDACTED]
[REDACTED] net per year payable in advance on the first (1st) day of each month in twelve (12) equal monthly installments of [REDACTED]; and

iii. For the period of August 1st, 2033 to July 31st, 2038, the Base Rent shall be [REDACTED]
[REDACTED] net per year payable in advance on the first (1st) day of each month in twelve (12) equal monthly installments of [REDACTED]

commencing on the Commencement Date (the “**Base Rent**”) and on the anniversary of the Term thereafter.

The Base Rent is fully net and is to be paid in equal monthly installments as set out above.

(b) **Additional Rent**

Subject to Article 7, the Tenant shall pay and discharge throughout the Term and extension thereof, as additional rent (the “**Additional Rent**”):

- (i) the real property taxes, including local improvement taxes, imposed or assessed upon the Lands by any authority having jurisdiction and other charges that may be levied, charged or assessed against or in respect of all buildings, improvements, equipment and facilities on the Premises;
- (ii) any tax or license fee with respect to any business carried on, on the Premises in respect of its use or occupancy thereof. Provided however, all such taxes shall not include the Landlord’s income taxes or capital taxes; and
- (iii) all Land Owners’ Association Fees with respect to the Premises.

The Landlord shall provide to Tenant all such invoices on an annual basis at the end of the year as part of the Additional Rent reconciliation.

(c) **Utilities**

The Tenant shall pay, when due, all charges for public and private utilities, including without limitation, telephone, garbage, water, gas, electricity, steam or hot water used with respect to the Premises and any structure erected thereon, and for any and all services related thereto.

6. **Tenant’s Repair**

The Tenant shall at all times during the Term, repair, maintain, operate, amend and take



good care of the Premises as would a prudent tenant and keep the same in good condition, all of which shall be consistent with general industrial yard maintenance practices. The Landlord shall have the right at all reasonable times and on reasonable notice to examine the condition thereof, and then providing reasonable written notice to the Tenant of deficiencies and the Tenant shall make good any such deficiencies for which it is responsible within fifteen (15) business days, meaning a day on which banks are generally open for the transaction of commercial business in Calgary, Alberta, but does not in any event include a Saturday or a Sunday or statutory holiday in such city ("Business Days"), from the date of such notice. If, notwithstanding the diligence of the Tenant, the deficiencies cannot be remedied in this fifteen (15) day period the Tenant shall be provided a reasonable period of time to remedy the deficiencies given the specific circumstances.

7. **Management of the Premises**

Tenant responsibility to self-manage the Premises

During the Term of the Lease and any exercised extension, the Tenant shall, at its sole cost and expense, be responsible for the management and operation of the Premises, including all operating costs and taxes, including property taxes, associated with the Premises including but not limited to, all general repairs/maintenance/safety inspections, lot maintenance, snow removal and landscaping ("**Self-Manage**").

The Tenant acknowledges that recycled asphalt/gravel storage yards require routine maintenance and must include regular grading, re-compaction, and supply of additional recycled asphalt/gravels as needed. Changes in weather and seasons will impact the durability of the surface material and the overall performance of the yard. The Tenant agrees to implement regularly scheduled maintenance on a quarterly or semi-annual basis (the "**Regular Maintenance**") to allow the surface structure to perform to its optimum design during the Term and any extension thereof. The Regular Maintenance is part of the Self-Manage requirement of the Tenant.

Provided that if the Tenant fails to Self-Manage and operate the Premises in accordance with the provisions of this Lease (to a reasonable industrial commercial standard consistent with similar lands of similar size in the city of Calgary) which default continues for a period of more than 30 Business Days after receipt of written notice from the Landlord or is in material breach of applicable law, then the Landlord shall be entitled to manage the Premises, as required by this Lease, on behalf of and for the account of the Tenant, and in doing so, the Landlord will have, among its other rights, the right to:

- (i) temporarily obstruct parts of the Premises for necessary maintenance, repair or construction;
- (ii) employ managers for the operation, maintenance and control of the Premises, which may be managed by any person that the Landlord designates, acting reasonably;
- (iii) perform any act as, in the use of good business judgment, the Landlord determines to be advisable for the more efficient and proper operation of the Premises; and
- (iv) make changes or improvements to all or any part of the Premises, acting reasonably,

and in all actions performed by the Landlord, or those who it is responsible at law, in this Article 7 to be performed in such a way as to minimize disruption of the Tenant's enjoyment of the Premises. In the event the Tenant fails to Self-Manage the Premises, as described above, the Landlord's management fee to provide the same services shall be two percent (2%) of annual Base Rent, prorated to reflect the actual period of time during which the Landlord provides such services. Such calculation shall be made for any year during the Term (or Extension Term, as the case may be), by calculating 2% of the applicable annual Base Rent and multiplying it by a fraction, the numerator of which is the number of days during which the Landlord provides such services, and the denominator of which is 365.

In addition, if the Tenant ceases to Self-Manage the Premises as contemplated above, the Landlord shall compute and deliver to the Tenant a bona fide estimate of the Tenant's reasonable amount of maintenance and operating costs for the Premises. The Tenant will pay to the Landlord the amount in equal monthly instalments in advance throughout the period for which the estimate is made. If the Tenant disputes the estimate provided by the Landlord, the parties will jointly select a party to provide a third party quote or estimate the results of which shall bind the parties (and the parties shall at all times act reasonably in doing so).

Tenant responsible to pay utilities and taxes

The Tenant may be required, upon reasonable request of the Landlord made from time to time, to provide evidence to the Landlord with respect to the payment of utilities and taxes.

If the Landlord is obligated by the taxing authorities to pay the full amount of property taxes over a portion of the calendar year, the amount of the Tenant's contribution so estimated shall, at the Landlord's option, be adjusted and be payable by the Tenant to the Landlord in equal monthly instalments in advance over the portion of the calendar year in which the entire amount of such taxes becomes due and payable by the Landlord. The Landlord's management fee shall be five percent (5%) of annual Base Rent in the event the Tenant ceases to pay taxes for the Premises.

8. Landlord's Covenant

The Landlord hereby represents, warrants and covenants with the Tenant as follows:

- a) that the Landlord has the good and marketable title to the Lands and the Premises, in fee simple, and that the Landlord has full right and lawful authority to enter into this Lease;
- b) that the Tenant shall have quiet enjoyment of the Premises during the Term and any extension thereof undisturbed and without interference by the Landlord or any person claiming through, by or under the Landlord;
- c) that, as of the Commencement Date, the Premises is not contaminated and is in compliance with all Environmental Laws (defined below) and there are no Contaminants (defined



below) on the Premises; and

- d) during the Term and any extension, the Landlord shall grant to the Tenant free and unrestricted access to and over the Lands.

9. Assignment & Subletting

The Tenant may, with the consent of the Landlord, not to be unreasonably withheld, assign this Lease or sublet the whole or any part of the Premises at any time and from time to time during the Term or extensions thereof. In such event the Tenant shall not be relieved of its obligations hereunder but shall remain liable for the payment of Base Rent and Additional Rent required to be paid hereunder and for the performance of all terms, covenants and conditions of the Lease.

10. Alterations, Additions, Fixtures & Signs

- (a) The Tenant shall accept the Premises in its “as-is” condition for the Term and, except as expressly provided in Schedule “B”, the Landlord shall have no obligation to make or pay for any alterations or improvements in or to the Premises. Should the Tenant wish to construct any structures or improvements on the Premises such work shall be defined as “**Tenant’s Work**” and shall be subject to municipal by-laws and the Landlord’s prior written approval of and consent to the Tenant’s proposed plans, specifications and contractors, such approval and consent not to be unreasonably withheld. The Tenant shall be solely responsible for the costs of preparing such plans and specifications (and any amendments thereto which may be reasonably required by the Landlord or otherwise) and for obtaining such permits, clearances, inspections, authorizations and licenses as may be necessary to carry out the Tenant’s Work. The Tenant covenants and agrees to keep the Lands free and clear, at all times, of construction and any other type of liens and further covenants and agrees to indemnify and save harmless the Landlord from any and all suits, actions and claims of any nature or kind whatsoever, (specifically including, but not limited to worker’s compensation claims,) arising out of or in any way related to the Tenant’s Work described herein.
- (b) All fixtures, trade fixtures, chattels, machinery, furniture or other personal property of the Tenant on the Premises including tenant improvements shall remain the property of the Tenant throughout the Term or extension thereof. During the Term or extension thereof, the Tenant shall have the right to repair, replace or remove such chattels, fixtures and leasehold improvements as it deems necessary and advisable without restriction. At expiry or earlier termination, the Tenant shall remove all Tenant chattels and trade fixtures (excluding initial improvements as defined in Schedule “B” and fixtures paid for by the Landlord and shall surrender and yield the Premises up unto the Landlord in the same condition as it was initially provided to the Tenant by the Landlord on the Commencement Date, reasonable wear and tear excepted. In the event the Tenant, as part of Tenant’s Work, connects to the gas line, the Tenant shall upon expiry or early termination of this Lease kill

the gas at the property line prior to surrendering the Premises.

- (c) The Tenant, with the Landlord's consent, acting reasonably, shall have the right, at its expense, to erect, maintain, display, alter or remove identification signs of its choice in its standard colors, lettering and logo on the Premises, subject to approval of the municipality in accordance with applicable bylaws, if any.

11. **Insurance**

- (a) The Tenant will maintain at its cost (i) "all risks" property insurance on a replacement cost basis, insuring all property owned by the Tenant or for which the Tenant is legally liable which is installed, located or situated on the Premises or elsewhere on the Lands, and (ii) public liability and property damage insurance with respect to the Premises and the Tenant's use of the Premises (which will be written on a comprehensive basis with inclusive limits of at least five million dollars (\$5,000,000.00) for each occurrence for bodily injury for any one or more persons or property damage and contain a severability of interests clause and cross liability clauses) and (iii) if applicable, comprehensive pressure vessel and machinery insurance including repair or replacement endorsement in an amount satisfactory to the Landlord and providing coverage with respect to all objects introduced onto the Premises by or on behalf of the Tenant; (iv) any other form of insurance with whatever limits the Tenant, the Landlord, acting reasonably, or a Mortgagee requires from time to time, in form, in amounts and for risks against which a prudent tenant under similar circumstances would insure.
- (b) Each policy of insurance will name, as insureds, the Tenant and, as additional insureds, the Landlord, each as their respective interests may appear. The policies will contain a waiver of any subrogation rights which the Tenant's insurers will have in favour of the Landlord, unless caused by the negligence of the Landlord. All policies will (i) be non-contributing and apply only as primary and not excess to any other insurance available to any of the Landlord; and (ii) not be invalidated (in relation to the interests of the Landlord) by reason of any breach of warranties, representations, declaration or conditions contained in the policies. The Tenant undertakes to notify the Landlord in writing not less than thirty (30) calendar days before any material change, cancellation or termination of any of the Tenant's policies described herein.
- (c) Prior to taking possession of the Premises and on every anniversary date thereof, the Tenant will deliver certificates of insurance executed by the Tenant's insurers. No review or approval of any insurance policy or certificate by the Landlord will in any way alter the Landlord's rights under this Lease.
- (d) The Tenant will not do anything that results in (i) an increase in premiums for any insurance carried by the Tenant or (ii) the cancellation or threatened cancellation or a reduction of coverage under any of the Tenant's insurance policies. In the event the Tenant's use results in a change or increase to the Landlord's coverage and premium, such increase shall be at the sole cost of the Tenant.



- (e) The Landlord shall, at all times, maintain public liability and property damage insurance with respect to the Landlord's operations on the Lands, in such reasonable amounts and with such reasonable deductions as would a prudent owner and the Landlord's insurance policies, excepting the Landlord's general liability policy, shall contain a waiver of subrogation rights which each respective insurer may otherwise have against the Tenant, its agents, and employees, respectively.

11.1 **Release**

Except to the extent of gross negligence or willful misconduct of the Landlord or those for whom the Landlord is legally responsible, and subject to Section 11.2(b) and to any other express representation or warranty contained in this Lease, the Landlord is not liable for any death or injury from any occurrence in, or relating to any part of the Premises or damage to or loss of (or loss of use of) property of the Tenant or of others wherever located, however caused, including any failure in the supply of any services or utilities, or the exercise by the Landlord of any of its rights under this Lease.

11.2 **Indemnities**

- (a) **Tenant**: Unless arising from the gross negligence or willful misconduct of the Landlord or those for whom the Landlord is legally responsible, the Tenant will indemnify the Landlord and its directors, officers, employees, agents, successors and assigns from all losses or claims in connection with loss of life, personal injury, damage to property or anything else arising from a default of any of the Tenant's obligations under this Lease, or from any occurrence in or relating to the Premises, or from the occupancy or use by the Tenant of all or any part of the Premises, or occasioned wholly or in part by an act or omission of the Tenant or those for whom the Tenant is legally responsible or by anyone permitted to be on the Premises by the Tenant.
- (b) **Landlord**: Notwithstanding Section 11.1, the Landlord shall indemnify and save harmless the Tenant and its directors, officers, employees, agents, successors and assigns from any and all claims growing or arising out of; (i) any breach violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Landlord to be fulfilled, kept observed and performed; (ii) any damage to the common elements caused by the Landlord or the Landlord's agents; (iii) any injury or damage to any person or persons (including death resulting at any time therefrom) occurring at or outside the Premises as a result of the negligent business, acts or omissions of the Landlord or any of the its respective employees, agents, contractors or visitors; and (iv) any environmental damages due to any act or omission by the Landlord or by those for whom the Landlord is responsible at law.

12. **Subordination and Attornment**

This Lease is subordinate to every existing and future mortgage, charge, trust deed,



financing, refinancing or collateral financing against the Premises and any renewals or extensions of or advances under them (collectively, "**encumbrances**"). The Tenant will, on request, attorn to and recognize as landlord the holder of any such encumbrances, or any transferee of the Premises or of an ownership or equity interest in the Premises. The Tenant will, within ten (10) calendar days after request, sign and deliver any reasonably requested subordination or attornment document. No attornment of the Tenant hereunder shall be effective unless the holder of such encumbrances delivers to the Tenant a written assurance that the Tenant's rights hereunder shall continue undisturbed while the Tenant is not in default hereunder.

13. **Expropriation**

- (a) In the event the whole or any part of the Premises are taken or expropriated by any competent authority for any use or purpose during the Term or extended term of the Premises, the Tenant reserves unto itself the right to prosecute its claim for any award based on its leasehold interest and ownership of its trade fixtures, machinery, equipment, building and Tenant improvements erected upon the Premises for such taking, without impairing any right of the Landlord for the taking of or injury to the reversion.
- (b) If only a portion of the Premises is taken by any competent authority and in the opinion of the Tenant acting reasonably, the remaining portion of the Premises are capable of being used for the intended purpose, this Lease will continue in full force and effect with respect to the remainder of the Premises, save and except the Base Rent and Additional Rent shall be reduced in the same proportion as the ratio that the portion of the Premises so taken bears to the total portion of the Premises prior thereto. In the event the Tenant is required to remodel, restore or reconstruct any of the Premises in order to continue its use, the Tenant shall with reasonable diligence complete any such restoration and construction, provided Base Rent shall abate during such period to the proportion of the Premises which is rendered unusable during such restoration or reconstruction.
- (c) If the whole or such portion of the Lands is expropriated or the use is limited or impaired by any act or omission of any governmental authority such that in the opinion of the Tenant and Landlord, acting reasonably, the Premises are no longer capable of being used and occupied for the intended purpose, the Tenant and Landlord shall have the right to terminate this Lease by giving the other party no less than thirty (90) Business Days prior written notice.
- (d) The Landlord and the Tenant agree to inform each other fully as to the respective claims for compensation made by them in the event of any taking or expropriation, agree not to claim compensation made by them in the event of any taking or expropriation, agree not to claim compensation on any basis inconsistent with this Lease and agree to afford reasonable co-operation to each other in the prosecution of any proper separate claims. The Landlord shall have the right to make reasonable compromises in settling any claims for compensation in respect of any



expropriation of the Lands but shall not compromise any claim in respect of the Premises and improvements without the consent of the Tenant.

14. Default

If the Tenant shall be in material default with respect to any obligations, covenants or agreements to be performed by the Tenant as set out in this Lease, and such default is not remedied within fifteen (15) calendar days after the Landlord has provided written notice thereof, the Landlord may at its option, re-enter the Premises and terminate this Lease or take whatever action for the enforcement of any rights or remedies available at law or otherwise permitted herein.

Provided, however, if (except for any default in payment of Base Rent or Additional Rent) the Tenant is delayed for any bona fide reason beyond its control, including force majeure, or such instances where the deficiency will reasonably take longer than fifteen (15) calendar days to remedy, then in such event the number of calendar days permitted to remedy such default shall extend accordingly.

15. Builders Liens and other Liens

The Tenant shall not suffer or permit any builders' lien or other lien to be registered against the Lands, or any portion thereof, by reason of work, labour, skill, services, equipment, or materials supplied or claimed to have been supplied to the Premises at the request of the Tenant or anyone holding the Premises, or any portion thereof, through or under the Tenant. If any such claim of builders' lien or other lien shall at any time be filed against the Lands or any portion thereof, the Tenant shall cause the lien to be discharged within ten (10) calendar days after the date of the registration, except that the Tenant may contest any lien if the contest is diligently prosecuted in good faith and the Landlord is provided security, reasonably satisfactory to the Landlord, against injury from the lien.

16. Compliance with Laws and Ordinances

The Tenant, at its sole cost and expense, shall promptly comply or cause compliance with, or remove or cure any violation of, any and all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, provincial, municipal and other governmental bodies having jurisdiction over the Premises and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the board of fire underwriters where the Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the use, or manner of use, of the Premises, or appurtenant thereto, whether or not compliance or the curing or removal of any violation, and the costs and expenses necessitated thereby, shall have been foreseen or unforeseen, ordinary or extraordinary, or within the contemplation of the Landlord or the Tenant.

17. Bankruptcy

If the Tenant or the Indemnifier:



- (a) makes an assignment for the benefit of creditors;
- (b) files a voluntary petition under any law having for its purpose the adjudication of the Tenant or the Indemnifier as a bankrupt;
- (c) is adjudged a bankrupt pursuant to an involuntary petition in bankruptcy and adjudgment has not been dismissed within 30 Business Days from the filing thereof;
- (d) has a receiver appointed for the property of the Tenant, or the Indemnifier and the receiver has not been discharged within 30 Business Days from the date of their appointment; or
- (e) has any department of the province or federal government, or any officer thereof duly authorized, take possession of the business or property of the Tenant or the Indemnifier and the property is not repossessed within thirty (30) Business Days after the taking,

this Lease shall, ipso facto, upon the happening of any of the foregoing contingencies, be terminated and shall expire as fully and completely as if the day of the happening of the contingency was the date herein specifically fixed for the expiration of the Term, and the Tenant will then quit and surrender the Premises.

18. Registration

The Tenant will not register or apply to register this Lease. The Tenant may register a caveat against title to the Lands, disclosing the existence of this Lease, describing the parties, the Term, and option to extend, if any, but not to disclose the rent or other financial details of this Lease. The Tenant will, at its own cost, promptly on request discharge any registration or filing or notice that contravenes this Article. However, the Landlord may elect to require this Lease or notice of this Lease be registered.

19. Force Majeure

Save and except for the payment of Base Rent and Additional Rent, should either party hereto be delayed or hindered in or prevented from the performance of any obligation required hereunder by reason of strikes, lockouts, labour unrest, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing such obligations required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

20. Tenant Estoppel Certificate

Within ten (10) Business Days after request, the Tenant will sign and deliver to the Landlord or anyone with or proposing to take an interest in all or part of the Lands or Premises, a status statement or certificate, stating that this Lease is in full force and effect, any modification to this Lease, the commencement and expiry dates of this Lease, the date to which Base Rent has been paid, the amount of any prepaid Base Rent or deposits held by the Landlord and whether there is any existing default to the best of the Tenant's

knowledge and the particulars of such default.

21. Partial Invalidity and Waiver

If any term, covenant or agreement contained in this Lease shall be to any extent rendered illegal, invalid or unenforceable, then the remainder of this Lease shall not be affected thereby but shall continue to be binding and enforceable by and against the parties hereto.

Any condoning, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenant, agreement or condition contained in this Lease, shall not constitute or operate as a waiver of the first parties' rights hereunder in respect of any subsequent default, breach or non-observance or affect in any way the rights of the first party in respect of any such subsequent default, breach or nonobservance.

22. Notice

Any notice required or contemplated by any provision of this Lease shall be given in writing and shall be sufficiently given if delivered or if sent by email or similar form of immediate transmission and if to the Landlord, so given to an executive officer of the Landlord at the Landlord's head office as specified below and to the Tenant or the Indemnifier, so given to the Tenant or the Indemnifier personally (or to a partner or officer of the Tenant or Indemnifier if such party is a firm or corporation) at the address specified below. Any notice shall be deemed to have been received on the business day following the date of delivery or sending. The Landlord, the Tenant or the Indemnifier may from time to time by notice in writing to the other designate another address or addresses in Canada as the address to which notices are to be sent.

If to the Landlord:

MEP Developments Inc.

[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

If to the Tenant:

Empower Environmental Solutions Calgary Ltd.

[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

If to the Indemnifier:

Northstar Clean Technologies Inc.

[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

23. Non-Merger

The parties hereto confirm, acknowledge, and agree, that notwithstanding the Tenant is the beneficiary of the leasehold estate granted herein, and the Landlord holds the reversionary interest therein, the execution of this Lease by the parties hereto shall not be deemed to create a merger (in equity or by operation of law) of the leasehold estate into the rights vested in the Landlord.

24. Successors and Assigns

All terms, covenants, rights, and liabilities herein contained shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

25. Entire Agreement

This Lease contains the entire agreement between the parties with respect to this Lease of the Premises. This Lease shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

26. Environmental Matters

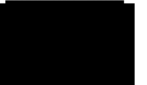
Definitions

For the purposes of this Article 26:

- (a) "**Contaminants**" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) "**Environmental Laws**" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Lands and the project now or hereafter in force relating in any way to the environment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

26.01 Tenant's Covenants and Indemnity

The Tenant covenants and agrees as follows:



- (a) not to use or permit to be used all or any part of the Lands for the sale, storage, manufacture, disposal, use or any other dealing with any Contaminants unless approved in writing by the Landlord. If the Landlord approves certain Contaminants (the "**Permitted Contaminants**") the Tenant shall handle and store such Permitted Contaminants in properly designated areas in accordance with this Article 26 and in compliance with Occupational Health and Safety, the Safety Codes Act, WHMIS guidelines, Alberta Fire Code, Alberta Building Code and all other applicable rules, guidelines, and ordinances including all applicable Environmental Laws.
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Lands;
- (c) if at any time the Tenant's use of the site is excessive or causes concern from an environmental standpoint, in the opinion of an environmental consultant acting reasonably, the Landlord may request an updated environmental site assessment, audit, or report relating to the Lands which report shall be prepared for the benefit of both the Landlord and the Tenant at the Tenant's sole expense;
- (d) to maintain all environmental site assessments, audits, and reports relating to the Lands in strict confidence (including without limitation any governmental authority) except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, not to be unreasonably withheld;
- (e) to promptly notify the Landlord in writing when becoming aware of any release of a Contaminant or Permitted Contaminants or any other occurrence or condition at the Lands or any adjacent property which could contaminate the Lands or an adjacent property or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any governmental authority under Environmental Laws, to remove from the Lands all Contaminants and Permitted Contaminants, and to remediate any contamination of the Lands or any adjacent property resulting from Contaminants and/or Permitted Contaminants, in either case brought onto, used at, or released from the Lands by the Tenant or any person for whom it is in law responsible. The Tenant shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants and Permitted Contaminants shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Lands or the project; and
- (g) to indemnify the Landlord and its directors, officers, employees, agents, successors

and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Lands and any adjacent property) arising from or in connection with:

- i. any breach of or non-compliance with the provisions of this Article 26 by the Tenant; or
 - ii. any release or alleged release of any Contaminants and/or Permitted Contaminants at or from the Lands related to or as a result of the Tenant's use and occupation of the Lands or any act or omission of the Tenant or any person for whom it is responsible in law.
- (h) Within eight (8) months of the expiration of the Lease or extension, or within one hundred and twenty (120) days after the earlier termination of the Lease, the Tenant will complete an ESA on the environmental condition of the Premises at that time (the "**POST-LEASE ESA**"). The POST-LEASE ESA will be paid for by the Tenant and shall be performed by Trace Associates Inc. The POST-LEASE ESA will state that it can be relied upon by both parties.

If the POST-LEASE ESA identifies any remediation work required, the Tenant will remediate the Premises within sixty (60) days from the date of the POST-LEASE ESA to the environmental condition of the Premises identified in the PRE-LEASE ESA or to such other environmental condition as may be acceptable to both the Landlord and the Tenant, but, if the Landlord and the Tenant disagree upon such other environmental condition, then to the more stringent requirements of either of them.

26.02 Landlord's Covenants and Indemnity

- (a) The Landlord has had a Phase 1 Environmental Site Assessment completed for the Premises by Trace Associates Inc. dated July 18th, 2022 (the "**PRE-LEASE ESA**"). The PRE-LEASE ESA was paid for by the Landlord and states that it can be relied upon by both parties. The Tenant has acknowledged that it has reviewed and approved the PRE-LEASE ESA.
- (b) The Landlord will provide an up-to-date Environmental Site Assessment to the Tenant at the Commencement Date that takes into account the Landlord's Work (defined below), dated within two (2) weeks of the Commencement Date.
- (c) Notwithstanding any other provision of this Lease, the Landlord covenants and agrees with the Tenant and its directors, officers and shareholders, that the Tenant shall not be responsible for or have any liability with respect to and that the Landlord shall indemnify and save the Tenant harmless from any and all claims, costs, liabilities, suits, judgments and expenses (including reasonable attorney fees and expenses actually incurred) suffered by the Tenant (or its directors, officers, employees or successors) as a result of violation of hazardous substance or other

Environmental Laws, environmental damage, contamination or similar liabilities in relation to the Premises that were present or occurred prior to the Commencement Date, as well as for any act or omission of the Landlord or those for whom it is responsible at law relating to any environmental liabilities that existed on the commencement date hereof or which may arise after the termination date, which were not caused by the Tenant and its use of the Premises during the Term.

26.03 Survival

The obligations and indemnifications set out in this Article 26 shall survive the expiration or earlier termination of the Lease.

27. Sale by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or Premises or the Landlord's interest under this Lease, then to the extent that the transferee or disposee agrees with the Landlord to assume its obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

28. Tenant's Covenants

The Tenant hereby represents, warrants and covenants with the Landlord as follows:

- (a) that the Tenant shall use the Premises for the purpose as defined in Article 2 herein and any other purpose permitted by the municipality and such use shall conform to all municipal rules and bylaws having jurisdiction. Should the Tenant wish to use the Premises for purposes other than that defined in Article 2 herein, the Tenant shall, subject to Article 10, be responsible for obtaining at its expense all necessary approvals, licenses and permits, including but not limited to zoning, development/building, occupancy and business permits, for its intended use of the Premises. The Tenant will indemnify and defend the Landlord and save it harmless from and against any and all claims incurred or suffered by the Landlord directly or indirectly arising out of the Tenant's application for such approvals, licenses, or permits or the resulting approvals, licenses and permits with respect to the use, intended or otherwise, of the Premises whether such claims are in respect of the Premises. The Landlord makes no representations regarding the Tenant's intended use of the Premises or whether or not necessary approvals can be obtained for the Tenant's use or intended use.
- (b) the Tenant shall not commit, cause or permit any nuisance in or about the Premises, or permit any use or manner of use causing annoyance. Without limiting the generality of the foregoing, the Tenant shall not use or permit the use of any portion of the Premises for any dangerous, illegal, noxious, odorous or offensive trade, business or occurrence. The Tenant shall keep the Premises free of debris or anything of a dangerous, noxious, odorous or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.



- (c) the Tenant shall observe and obey all such rules and regulations as the Landlord, acting reasonably, may make from time to time for the operation of the Premises. If there are any conflicts between the rules and regulations and the Lease, the Lease shall prevail.

29. Landlord's Work

The Landlord shall complete certain work on the Lands, described in Schedule "B" herein (the "Landlord's Work") at its sole cost in accordance with any and all laws, by-laws, codes or regulations, without limitation, or by order issued by any administrative, governmental, regulatory or judicial authority having jurisdiction and in accordance with the Lease on or before the Commencement Date.

The Landlord has allocated [REDACTED] for the Landlord's Work, as outlined in Schedule "B" herein, which has been added to the cost of the land with a return on capital of [REDACTED] (the "**Landlord's Work Allowance**"). If such costs come in below the Landlord's Work Allowance, the savings shall be passed on to the Tenant and their Base Rent shall be adjusted accordingly. If such costs are higher than the Landlord's Work Allowance, the extra monies required shall be added to the Landlord's Work Allowance at a return of [REDACTED] and added to the Base Rent. All cost information for the Landlord's Work shall be shared with the Tenant and all work shall be competitively priced by the Landlord's general contractor.

The Landlord shall provide a finished site and access by the Commencement Date. Completion of all the Landlord's Work shall be based on the availability of trades and materials. Additional Rent shall only be due if all work is completed on the Commencement Date, excluding the Transformer. If the Landlord's Work is not completed on the Commencement Date, the Base Rent shall be [REDACTED] of the total Base Rent until such time that completion of the Landlord's Work is achieved by the Landlord. Completion of Landlord's Work shall be defined as substantial performance by the Landlord's architect as defined in the *Prompt Payment and Construction Lien Act*, RSA 2000, c. P-26.4, as amended from time to time. [Redacted - Commercially sensitive information.]

30. Condition of Lease – Indemnity

In order to induce the Landlord to execute and deliver this Lease and in consideration of the execution and delivery thereof by the Landlord (the receipt and sufficiency whereof by the Indemnifier hereby acknowledged) the Tenant shall cause the Indemnifier, concurrently with the execution of this Lease, to enter into the indemnity agreement in the form attached hereto as Schedule "D". The Indemnifier hereby agrees to, and it is a condition of this Lease that the Indemnifier shall execute and deliver to the Landlord the indemnity agreement attached hereto as Schedule "D".

[Signature page follows]



THE PARTIES HAVE SIGNED BELOW to indicate their agreement.

MEP Developments Inc.

Per: (Signed) "Authorized Signatory"

Name: [REDACTED]

Title: [REDACTED]

I/We have the authority to bind the Corporation.

**Empower Environmental Solutions
Calgary Ltd.**

Per: (Signed) "Aidan Mills"

Name: Aidan Mills

Title: CEO and President

I/We have the authority to bind the Corporation.

Northstar Clean Technologies Inc.

Per: (Signed) "Aidan Mills"

Name: Aidan Mills

Title: CEO and President

I/We have the authority to bind the Corporation.

SCHEDULE "A"

SITE PLAN



SCHEDULE "B"

LANDLORD'S WORK

The Landlord shall complete the following scope of work (the "Landlord's Work") in a good and workman like manner at the Landlord's sole cost prior to the Commencement Date.

The work defined below shall follow the Budget Estimate as provided by Engelhart Reed dated October 12th, 2022 which shall include the following:

1. Strip and grade the site with the necessary pit run and gravel based on a heavy duty use and as per the recommendations of the geotechnical engineer;
2. Ensure the site has a recycled asphalt topping throughout;
3. Provide the necessary landscaping as required by the municipality;
4. Provide two (2) asphalt access points in the NW and NE corners of the Premises;
5. Fence the entire Premises with two (2) cantilever, power gates;
6. Provide concrete piles and infrastructure for one (1) above grade weigh scale;
7. Provide the necessary containment requirements for the Tenant's equipment and holding tanks/bins (ie. containment curbs and bollards);
8. Provide perimeter lighting and electrical distribution;
9. Provide a natural gas line and connection as required by the Tenant;
10. Provide a telecommunications line and connection as required by the Tenant; and
11. Provide a 2,000 Amp, 347/600 Volt, 3 Phase Transformer with a main panel and subpanel as required by the Tenant. In conjunction with the installation of the Transformer, the Tenant shall execute a Minimum Demand Agreement with ENMAX. If such Minimum Demand Agreement is not executed by the Tenant, the Tenant shall pay the additional premium to ENMAX of \$108,000.00 as per the Development Proposal from Primary Engineering dated September 9th, 2022.



SCHEDULE "C"

ENGELHART REED BUDGET ESTIMATE



SCHEDULE "D"

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is dated this 14th day of February 2023, and is made

B E T W E E N:

NORTHSTAR CLEAN TECHNOLOGIES INC.

(hereinafter called "Indemnifier")

OF THE FIRST PART

- and -

MEP DEVELOPMENTS INC.

(hereinafter called "Landlord")

OF THE SECOND PART

WHEREAS:

- A. Empower Environmental Solutions Calgary Ltd. ("Tenant"), Indemnifier and Landlord have entered into lease dated 14 February 2023 ("Lease") respecting certain premises ("Premises") legally described as Plan 0610498, Block 7, Lot 4; and
- B. To induce Landlord to enter into the Lease with Tenant, Indemnifier has agreed to enter into this indemnity agreement with Landlord;

(All capitalized terms in this Indemnity Agreement have the same meaning as in the Lease)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by Indemnifier, Indemnifier makes the following indemnity and agreement ("Indemnity") with Landlord:

1. Indemnifier hereby agrees with Landlord that it will: (i) make the due and punctual payment of all Base Rent and Additional Rent, including all loan repayments, monies, charges and other amounts of any kind whatsoever payable under the Lease by Tenant whether to Landlord or otherwise and whether or not the Lease has been surrendered, disclaimed, repudiated or terminated; (ii) effect prompt and complete performance of all obligations contained in the Lease on the part of Tenant to be kept, observed and performed; and (iii) indemnify and save Landlord harmless from any losses, costs or damages arising out of any failure by Tenant to pay the Base Rent and Additional Rent including all loan repayments, monies, charges or other amounts due under the Lease or resulting from any failure by Tenant to observe or perform any of the obligations contained in the Lease or resulting from any act or omission of Tenant on or about the Premises. Without limiting the generality of the foregoing, this Indemnity shall apply to all obligations and liabilities of Tenant under or arising in connection with or related to the lease or the Premises. The Indemnifier's liability hereunder shall apply to all

obligations of Tenant under the Lease during the Term, which for clarity, includes all renewals and extensions thereof.

2. This Indemnity is absolute and unconditional and the obligations of Indemnifier shall not be released, discharged, mitigated, impaired, or affected by: (i) any extension of time, indulgences or modifications which Landlord extends to or makes with Tenant in respect of the performance of any of the obligations of Tenant under the Lease; (ii) any waiver by or failure of Landlord to enforce any of the terms, covenants and conditions contained in the Lease; (iii) any assignment of the Lease by Tenant or by any trustee, receiver or liquidator, or any Transfer of all or any part of the Premises; (iv) any consent which Landlord gives to any such assignment or Transfer; (v) any amendment to the Lease or any waiver by Tenant of any of its rights under the Lease; (vi) any alterations to or changes in respect of the Premises; (vii) the expiration of the Term or any Disclaimer (as defined in Section 4 below) of the Lease; (viii) any renewal or extension of the Lease pursuant to any option of Tenant or otherwise, Indemnifier hereby agreeing that its obligations under this Indemnity shall extend throughout the Term, as so modified; (ix) any expansion or contraction of the Premises pursuant to any option of Tenant or otherwise, whether pursuant to any amendment of the Lease or separate agreement, Indemnifier hereby agreeing that its obligations under this Indemnity shall extend to the Lease of the Premises as so expanded or contracted, throughout the Term, as same may be modified from time to time pursuant to subsection 2(viii) above; (x) any loss of or in respect of any security received by Landlord from Tenant or any other person, firm or corporation, whether or not occasioned or contributed to by or through the act, omission, default or neglect of Landlord; or (xi) any act or omission of Landlord or any other person whereby Indemnifier would or might otherwise be released or have its obligations hereunder discharged, mitigated, impaired or affected in any way whatsoever; nothing but payment and satisfaction in full of all Base Rent and Additional Rent and the due performance and observance of all terms, covenants and conditions on the part of Tenant to be paid and performed pursuant to the Lease shall release Indemnifier of its obligations hereunder.
3. Indemnifier hereby expressly waives notice of the acceptance of this Indemnity and all notice of non-performance, non-payment or non-observance on the part of Tenant of the terms, covenants and conditions contained in the Lease.
4. If there is an Event of Default under the Lease, Indemnifier waives any right to require Landlord to: (i) proceed against Tenant or any other indemnifier or pursue any rights or remedies against Tenant or any other indemnifier with respect to the Lease; (ii) proceed against or exhaust any security held by Landlord from Tenant or any other person, or (iii) pursue any other remedy whatsoever in Landlord's power. Landlord has the right to enforce this Indemnity regardless of the acceptance of additional security from Tenant and regardless of any release or discharge of Tenant by Landlord or by others or by operation of any law.
5. Without limiting the generality of the foregoing, the liability of Indemnifier under this Indemnity shall continue in full force and effect and shall not be or be deemed to have



been waived, released, discharged, impaired or affected by reason of the release or discharge of Tenant in any receivership, bankruptcy, insolvency, winding-up or other creditors' proceedings, including, without limitation, any proceedings under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or otherwise, or the surrender (whether or not accepted by Landlord), disclaimer, repudiation or termination of the Lease in any such proceedings or otherwise (collectively hereinafter called "Disclaimer") and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Term as if there had been no Disclaimer of the Lease. Further, if there is a Disclaimer of the Lease, Indemnifier shall pay to Landlord: (i) all Base Rent and Additional Rent, including loan repayments under the Lease, and all such amounts that would have been payable under the Lease for the period to what would have been the date of expiry of the Lease but for such Disclaimer; and (ii) the unamortized amount, as of the date of such Disclaimer, of all inducements given by Landlord to Tenant for Tenant to enter into the Lease, including, without limitation, all free rent periods, all inducement allowances and leasehold improvement allowances, and all loans, cost of work done by Landlord on the Premises, moving costs and the like, amortized on a straight line basis over what would have been the Term of the Lease but for said Disclaimer, with interest at ten (10%) percent per annum. The liability of Indemnifier shall not be affected by any repossession of the Premises by Landlord.

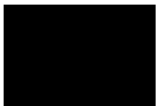
6. No action or proceeding brought or instituted under this Indemnity and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Indemnity by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.
7. No modification of this Indemnity shall be effective unless the same is in writing and is executed by both Indemnifier and Landlord.
8. Indemnifier shall, without limiting the generality of the foregoing, be bound by this Indemnity in the same manner as though Indemnifier were Tenant named in the Lease. Notwithstanding the foregoing, or any performance in whole or in part by Indemnifier of its obligations hereunder or of Tenant under the Lease, Indemnifier shall not have any entitlement to occupy the Premises or otherwise enjoy any of the benefits to which Tenant is entitled under the Lease, and Indemnifier shall not be entitled to be subrogated to any rights of Landlord whatsoever.
9. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) execute this Indemnity as Indemnifier, the liability of each such individual, corporation, partnership or other business association hereunder is joint and several. If Indemnifier is a partnership ("Partnership"), each person who is presently a member of the Partnership and each person who becomes a member of the Partnership or any successor Partnership hereafter, shall be and shall continue to be subject to the terms, covenants and conditions of this Indemnity and the Lease, whether

or not such person ceases to be a member of such Partnership or successor Partnership and shall be jointly and severally liable as Indemnifier, under the Lease.

10. All of the terms, covenants and conditions of this Indemnity extend to and are binding upon Indemnifier, his or its heirs, executors, administrators, successors and assigns, as the case may be, and enure to the benefit of and may be enforced by Landlord and any mortgagee, chargee, trustee under a deed of trust or other encumbrancer of all or any part of the Premises and each of their successor and assigns. The obligations of Indemnifier shall not be affected by the death or incapacity of Indemnifier.
11. This Indemnity constitutes the complete agreement between Indemnifier and Landlord and none of the parties hereto shall be bound by any representations or agreements made by any person which would in any way reduce or impair the obligations of Indemnifier other than any which are expressly set out herein.
12. This Indemnity is a continuing indemnity and is irrevocable by Indemnifier and will continue in full force and effect as long as there exists or may exist any obligations or any unsatisfied consequences thereof, whether prior to, during or after the expiration of the Term of the Lease and each Extension Term, including without limitation, such as may result from Tenant remaining in occupation of the Premises contemplated in the Lease after the expiration of the Term (as same may be extended), without the consent of Landlord.
13. This Indemnity will remain in full force and effect notwithstanding:
 - (i) any change of name, amalgamation, merger or change of status of Landlord, Tenant and Indemnifier;
 - (ii) any juridical acts or facts as a result of which the entity which is the creditor of any of the obligations under the Lease is or becomes someone other than Landlord;
 - (iii) Landlord is replaced by any other entity as a party to the Lease;
 - (iv) any party other than Tenant becomes Tenant of any of the obligations of Tenant under the Lease.

Moreover, if Landlord is replaced by any other entity as a party to the Lease, this Indemnity will remain in full force and effect as regards obligations arising both before and after such replacement.

14. This Indemnity has been freely negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Indemnity.
15. Indemnifier agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required by Landlord in order to more effectively carry out the true intent of this



Indemnity. For clarification, Indemnifier agrees to execute and deliver to Landlord such documents as reasonably requested by Landlord from time to time in order to confirm that the obligations of Indemnifier pursuant to this Indemnity shall apply to the Lease and the Term, as may be modified, and the Premises, as contracted or expanded.

16. The obligations of Indemnifier hereunder shall be assignable by Landlord and an assignment of the Lease shall constitute an assignment of the obligations of Indemnifier unless the said obligations of Indemnifier are specifically excepted from such assignment of the Lease.
17. In the event of the termination of the Lease for any reason whatever or in the event of Disclaimer of the Lease, then, at the option of Landlord and without derogating from Indemnifier's obligations under this Indemnity, Indemnifier shall enter into a written lease of the Premises between Landlord as landlord and Indemnifier as Tenant for a term commencing at the date of such termination or Disclaimer, as the case may be, and expiring on the date on which the Lease would have expired if it had run its full term without there having occurred an Event of Default under the Lease and without such termination or Disclaimer, as the case may be. Such lease shall contain the same terms and conditions as are contained in the Lease which would apply to and be in force for that portion of the Term which, by the terms of the Lease existing as at the date of such termination or Disclaimer, would have remained unexpired at the date of such termination or Disclaimer, as the case may be.
18. If there is an Uncured Event of Default, all debts, obligations and liabilities of Tenant to Indemnifier, present and future, shall thereafter be assigned to Landlord and postponed to all of the obligations of Tenant to Landlord and all money, property and other benefits received by Indemnifier from Tenant shall be received in trust for Landlord and, forthwith upon receipt, Indemnifier shall pay the same to Landlord on account of any outstanding obligations of Tenant to Landlord.
19. Indemnifier shall be bound by any account settled between Landlord and Tenant.
20. In the event that the Lease is terminated, surrendered, disclaimed or repudiated, the provisions of this Indemnity shall remain in full force and effect in accordance with its terms to the same extent as if this Indemnity had been a separate agreement entered into between Landlord and Indemnifier for due consideration and under seal.
21. Notwithstanding any amendments of the Lease or any alterations to the Premises (as provided by the Lease or otherwise), Indemnifier shall continue to be bound by all of its obligations pursuant hereto to the extent of what would have been its obligations pursuant hereto had such amendments or alterations not been made.
22. Indemnifier acknowledges receiving a copy of the Lease. Capitalized expressions not otherwise defined herein shall have the same meanings as they have pursuant to the Lease, to the extent to which the context permits.



23. Indemnifier acknowledges the suggestion of Landlord that, before executing this Indemnity, Indemnifier should obtain independent legal advice.
24. Indemnifier shall not permit any steps to be taken, the result of which may adversely affect the net worth of Indemnifier. Without limiting the generality of the foregoing, Indemnifier shall not permit: (i) the transfer of the issued shares in the capital stock or transfer, issuance or division of any shares of the corporation or of any affiliate of the corporation sufficient to transfer control to others than the then present shareholders of the corporation or a merger, amalgamation, consolidation or other corporate restructuring or reorganization; (ii) a transfer or encumbrance of any of its assets; (iii) the granting of any financial assistance to any other party, or (iv) any other occurrence which adversely affects the net worth of Indemnifier (collectively called "Depletion of Assets") without the prior written consent of Landlord, which consent may not be unreasonably withheld; provided, however, that it shall be reasonable for Landlord to withhold consent where there are reasonable grounds for believing that the Depletion of Assets may adversely affect the capabilities of Indemnifier to fulfill its obligations under this Agreement if there is an Event of Default under the Lease. Notwithstanding anything contained in the foregoing to the contrary, the provisions of subsection (i) shall not apply to transfer, issuance or division of shares of Indemnifier so long as Indemnifier is a corporation whose shares are listed and traded on any recognized public stock exchange in Canada or the United States.
25. Should Landlord be obligated by any bankruptcy or other law to repay to Tenant, Transferee or Indemnifier or to any trustee, receiver or other representative of any of them, any amounts previously paid by any of them, then this Indemnity shall apply to, and require payment by Indemnifier to Landlord of, the amount of such repayment. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayments if it in good faith and on the advice of counsel believes that such obligation exists.
26. All remedies afforded to Landlord by reason of this Indemnity are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other remedy available to Landlord, and shall not limit or prejudice any other legal or equitable remedy which Landlord may have.
27. Indemnifier agrees to pay Landlord, upon demand, all out-of-pocket costs and expenses (including, without limitation, legal fees on a full indemnity basis) incurred by or on behalf of Landlord in connection with enforcing any of its rights against Indemnifier under this Indemnity.
28. If any provision of this Indemnity or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Indemnity or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby

and each provision of this Indemnity shall be valid and enforced to the fullest extent permitted by law.

29. Indemnifier acknowledges and agrees that the laws of the Province of Alberta, Canada applicable to contracts made and to be performed wholly within the Province of Alberta, Canada shall govern and control the validity, interpretation, performance and enforcement of this Indemnity and all disputes arising, directly or indirectly, out of or relating to this Indemnity shall be dealt with and adjudicated in the courts of the Province of Alberta, Canada or the Federal courts of Canada; and hereby expressly and irrevocably attorns to and submits the person of Indemnifier to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly out of or relating to this Indemnity. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Indemnity, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Indemnifier in any such court. Indemnifier irrevocably consents to the service of any and all process in any such suit, action or proceeding by service of process to Indemnifier in accordance with applicable law at the address of Indemnifier as hereinafter provided (or if such address is subsequently changed, at such last known address), whether within or without the jurisdiction of any such courts of Alberta, Canada or the Federal courts of Canada.
30. Indemnifier agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the Province of Alberta, Canada in order to make effective (a) the consent of Indemnifier to jurisdiction of the courts of Alberta, Canada and the Federal courts of Canada and (b) the other provisions of this Indemnity.
31. If Landlord obtains an order or judgment of an Alberta court for the enforcement of this Indemnity with all applicable appeal periods having expired, Indemnifier shall consent to the enforcement of such order against Indemnifier in the United States of America and any other jurisdiction as may be appropriate in the circumstances and Indemnifier hereby waives any right to contest the enforcement of such order of an Alberta court in such jurisdiction.
32. Indemnifier represents and warrants for the benefit of Landlord that: (i) Indemnifier was duly incorporated and organized under the laws of the Province of Alberta, and is a valid existing corporation with no limitation under its governing statute or its certificate or instrument of incorporation on the duration of its corporate existence; (ii) Indemnifier has corporate power, authority, legal right and capacity to enter into, execute, deliver and perform its obligations under the Lease and this Indemnity; and (iii) the Lease and this Indemnity have been properly authorized by all necessary corporate action of Indemnifier and have been duly executed and delivered by Indemnifier. Indemnifier hereby consents to the jurisdiction of the Province of Alberta and attorns to the jurisdiction of Alberta courts in all matters regarding the Lease and this Indemnity. Indemnifier waives any right to, at any time, claim that this Indemnity is not enforceable against it.



33. Any Notice, request or demand provided for or given under this Indemnity shall be in writing and shall be served to the addresses, and otherwise in the manner, specified in the Lease.
34. The obligations and liabilities of Indemnifier under this Indemnity shall not be released, discharged or otherwise affected by the bankruptcy, winding up, liquidation, dissolution or insolvency of any partnership constituting Tenant or any partner thereof or by any change in the constitution of such partnership and where Indemnifier hereunder is a partnership, the obligations and liabilities of Indemnifier under this Indemnity shall likewise not be released, discharged or otherwise affected by the bankruptcy, winding up, liquidation, dissolution or insolvency of any partnership constituting Indemnifier or any partner thereof or by any change in the constitution of such partnership.
35. Within ten (10) days after written request, Indemnifier shall deliver to Landlord a certificate in such form as requested stating (if such is the case or stating the manner in which such may not be the case): (i) that the Lease and this Indemnity are unmodified and in full force and effect or, if amended, the nature of such amendment; (ii) Commencement Date and Expiry Date of the Term or Extension Term, as the case may be, and the dates to which the Base Rent and Additional Rent has been paid; (iii) the amount of Base Rent payable under the Lease and the amount of the most reasonable estimate of Additional Rent provided by Landlord; (iv) any Event of Default under the Lease known to Indemnifier; (v) the amount and status of any rent deposit(s) and whether any options have been exercised under the Lease and (vi) any other statements reasonably requested by Landlord or its mortgagee from time to time. Further, within ten (10) days after request by Landlord from time to time and in any event within thirty (30) days after the end of Indemnifier's fiscal period, Indemnifier shall deliver to Landlord copies of the audited financial statements of Indemnifier for such fiscal period and within thirty (30) days after the end of the first three (3) quarters of Indemnifier's fiscal year, copies of Indemnifier's unaudited financial statement for such quarter.

[Signature page follows]



IN WITNESS WHEREOF the parties have executed this Indemnity.

NORTHSTAR CLEAN TECHNOLOGIES INC.

Per: (Signed) "Aidan Mills"
Name: Aidan Mills
Title: President & CEO

Ie have authority to bind the Corporation.

MEP DEVELOPMENTS INC.

Per: (Signed) "Authorized Aignatory"
Name: [REDACTED]
Title: [REDACTED]

Per: _____ c/s
Name:
Title:

I/We have authority to bind the Corporation.