

IN THE PROVINCIAL COURT OF ALBERTA

Between:

HER MAJESTY THE QUEEN

-and-

SUPERIOR CONCRETE SYSTEMS LYD., LOUTFI ABOUMRAD, ALBERTA CHROME &  
GRINDING (2001) LTD., ZIAD EL-BITTAR, AMARA INVESTMENT CORP.,  
and HUSSEIN AMERY

Accused

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AGREED STATEMENT OF FACTS

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**For the Crown**

M. O'Connor  
Crown Prosecutor  
Alberta Justice - Specialized Prosecutions  
Suite 300,  
332 - 6th Avenue SW  
Calgary, AB T2P 0B2

Email: martha.oconnor@gov.ab.ca

**For the Defence**

M. A. Amery  
Counsel for Hussein Amery  
and Amara Investment Corp.  
Nerland Lindsey LLP  
1400, 350 - 7th Avenue SW  
Calgary, AB T2P 3N9

Email: mamery@nerlandlindsey.com

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## AGREED STATEMENT OF FACTS

1. The following numbered paragraphs contain facts that are alleged by the Crown and admitted by the Accused, HUSSEIN AMERY.
2. It is agreed that these facts are admitted for the purpose of dispensing with formal proof thereof in respect of a guilty plea by HUSSEIN AMERY before this Honourable Court to the following charge:

**Count 11:** Between May 9, 2017 and August 30, 2017 at or near Calgary, in the Province of Alberta, did knowingly provide false or misleading information pursuant to a requirement under the *Environmental Protection and Enhancement Act* to provide information, contrary to section 227(a) of the *Environmental Protection and Enhancement Act*.

### Amara Investment Corp.

3. The Accused, HUSSEIN AMERY (AMERY) was at all material times a shareholder and a Managing Director of Amara Investment Corp., (AMARA) incorporated in Alberta in 1992 and carrying on business in Calgary, with a registered office at 112, 2675 – 36<sup>th</sup> St. NE Calgary Alberta.
4. On February 16, 2012 AMARA entered into a License of Occupation (the "Lease") with the City of Calgary for the license to use the lands located 4304 MacLeod Trail Southwest, Calgary Alberta ("the Site"). See Appendix A
5. The Lease provided in section 4.01 that AMARA could use the lands for the purpose of parking, storage and access to a loading dock and for no other purpose. Section 12 of the Lease provided that AMARA would not "...deposit or cause or permit to be ...deposited on the Licensed Lands any hazardous, toxic, deleterious, polluting or contaminating substance, product, material or waste...". If any such substance were to be brought onto the lands AMARA would remediate the contamination at its sole cost.
6. The Lease was renewed on October 20, 2016 for a 5 year term on the same terms and conditions with the exception of an option to renew the Lease at the expiry of the Renewal Term. See Appendix B.

### The Leased Lands

7. The Site located at 4304 MacLeod Trail Southwest, Calgary Alberta is a 25m by 25m undeveloped lot without vegetation or trees with a significant natural slope from west to east of approximately 3 m elevation. The Site is bordered to the north by a metal retaining wall and 42<sup>nd</sup> Avenue; an asphalt parking lot to the west used by the multi-tenant commercial building to the south (also owned by AMARA); and a commercial property, the Redag Centre, at 107 42 Ave SW, located immediately east and lower in elevation. A gravel and paved alley provided access to the

Site at the southeast corner. The alley is approximately 3 m lower in elevation than the asphalt paved parking to the west of the Site. See Appendix C and Appendix D.

8. Pursuant to a contract dated September 12, 2016 between AMARA and Superior Concrete Systems Ltd., (Superior Concrete) between October and November 2016 and in April 2017 the Site was built up with approximately 15 loads of imported fill from an unconfirmed source to reduce the steep slope across the lands and make it more usable for motor vehicle access and parking. See Appendix E.

9. Loutfi Aboumradi, the owner of Superior Concrete was a personal friend and business acquaintance of AMERY.

10. The deposit of fill, leveling and grading (the "earthworks") were undertaken between October and November 2016 and in April 2017 by AMERY and AMARA without the prior knowledge or consent of the City of Calgary and without any municipal approvals or permits.

11. The fill was held in place in some areas over the Site by 5 intermodal shipping containers purchased by AMARA and used as retaining walls as well as for rental storage of AMARA's tenant property. Three blue containers had been previously placed on the leased property along the northeast boundary of the Site. In October – November 2016 two additional (red) containers were placed on the right of way (the alley) in the southeast portion of the Site as part of the earthworks. See Appendix F.

12. City of Calgary officials became aware of the earthworks in November 2016 as a result of a 311 complaint by an individual representing the Redag Centre to the east. Because of the absence of developmental permission, concerns about stability of the imported fill, and drainage flow problems, the City sent AMERY an email dated November 8, 2016 directing him to stop work without prior consultation with City officials.

13. On November 22, 2016 the City of Calgary sent AMERY a letter demanding AMERY to stop work on the lands without the City's prior written approval. See Appendix G.

14. AMERY continued to level and re-grade the Site after November 22, 2016 without the prior written approval of or consultation with City officials. Further, in the first week and a half of April 2017 Superior Concrete, with the knowledge of AMERY, deposited approximately 1 ½ to 2 loads of additional fill onto the Site because it was rough and muddy.

15. This additional fill was pit run excavated by Superior Concrete from below a chromium tank at an industrial hard chrome machine shop called Alberta Chrome and Grinding (2001) Ltd. ("Alberta Chrome and Grinding") located a few blocks from the Site at 4726 - 1st Street S.E. Superior Concrete graded the pit run all "over the top" of the Site. The dug-up pit run was contaminated with chromium plating compounds. AMERY was not aware the source of the additional pit run was the Alberta Chrome and Grinding excavation.

16. At no time prior to April 13, 2017 did AMERY consult with the contractor, Loutfi Aboumrad regarding the nature and/or source of the fill intended to be deposited and graded over the Site by Superior Concrete; at no time prior to August 30, 2017 did AMERY request documentary confirmation from Loutfi Aboumrad regarding the source of the fill imported to and graded over the Site by Superior Concrete; at no time did AMERY obtain plans and specifications or a report from a qualified engineer in relation to the earthworks carried out on the Site by Superior Concrete for AMARA; and, at no time did AMERY enter into an agreement with the City of Calgary regarding development of the Site including the deposit of fill, leveling and re-grading.

#### Precipitation Event

17. On April 12-13, 2017 it rained in Calgary. The precipitation caused a yellow-green liquid to flow off the Site in a south east direction onto the property of the Redag Centre. A yellowish green substance remained visible in and on the soil after the earth dried. See Appendix H, I, J.

#### Investigation into Yellow-Green Substance

18. On or about April 19, 2017 the Alberta Environment and Parks (AEP) became aware via a 311 call of the unknown yellow substance within water on the Site as well as ground water flowing off the Site onto the property of the Redag Centre and on the soil. AEP commenced an investigation into the nature of and source of the substance.

19. On April 26, 2017 Golder Associates Ltd. (Golder), environmental engineers, were retained to investigate the nature of the unknown substance. Through a series of subsurface investigations the yellow substance was confirmed on May 3, 2017 to be a chrome plating compound and widespread chromium impacts in the fill were present across the lands at concentrations that exceeded the Alberta Tier 1 Guidelines for soil. Investigations also revealed that some of the chromium-impacted soils were classified as hazardous waste due to leachable chromium concentrations and required disposal to a Class 1 hazardous waste landfill.

20. At some point between April 13, 2017 and April 30, 2017 Loutfi Aboumrad informed AMERY that the fill deposited and graded over the Site in April 2017 was pit run excavated by Superior Concrete from the Alberta Chrome and Grinding chrome plating facility in early April.

#### Reclamation of the Lands


21. On May 3, 2017 AMERY and AMARA voluntarily handed control of the leased Site back to the City of Calgary for reclamation. Golder was hired to remediate the impacted lands. Over the period of May 30 to July 7, 2017 Golder supervised the remedial excavation works which resulted in the removal and off-site disposal of 1,350.3 tonnes of chromium-impacted soil to landfill, of which 728.7 tonnes was disposed as hazardous waste and the remaining 621.6 tonnes disposed as contaminated but non-hazardous waste. The excavation works extended over the entire area of the

site. Confirmatory soil sampling verified that total and hexavalent chromium concentrations at the final extends of excavation were below the applicable AB Tier 1 Guidelines. The financial cost of the remediation to the City of Calgary was high.

22. The Site remains today fenced off and is vacant. See Appendix K.
23. On August 2, 2017 the City terminated AMARA's License of Occupation.

*Hussein Amery's Misleading and False Statements to the Investigator*

24. On August 23, 2017 the AEP Investigator, Jordan King, interviewed AMERY as part of the investigation to determine the nature and source of the unknown yellow substance released from the Site due to the precipitation on April 13, 2017. Over the course of the interview, AMERY knowingly made several misleading and false statements to the Investigator:

- a) AMERY stated that: "Halfway through the first term of the 5 year lease the City of Calgary had changed the requirements of the lease that the leasee was responsible for the maintenance and *grading* and upkeep of the property". **This was a misleading statement.** The terms of the License of Occupation did not change. ~~AMARA was not contractually responsible to grade the Site.~~ *MAA* 
- b) AMERY stated that: "[last year] it was *negotiated* with [City of Calgary]" that AMARA would *grade* the property having the water drain towards the northeast corner of our building and put in a dry well..."to mitigate some of the water issues pooling at the base of our building and spilling over to the eastern property". **This was a misleading statement** in that AMERY implied to the Investigator that AMARA had an agreement with the City of Calgary regarding re-grading the Site when there was no such agreement.
- c) AMERY stated that: "the contractor [Superior Concrete] was to *supply the proof* of where the fill was coming from and which *he did and which we then supplied to the City of Calgary.*" AMERY also stated that the "*copy*" showed it was "*clean fill*". AMERY further stated the "*confirmation was received [from Superior Concrete] 'no later than January [2017]'*" [i.e. months before the release incident in April, 2017]. AMERY said it was "*in his possession prior*". **These are all false statements.** AMERY did not "*supply the proof of the where the fill was coming from*" to City officials because there was no such document in existence confirming the source of the fill or that it was "*clean*".
- d) AMERY represented to the Investigator that he had been provided with an "*engineering report*" pertaining to the earthworks. **This was a false statement.** An engineering report was never obtained by either AMERY or AMARA or Superior Concrete Systems.

25. On August 30, 2017 AMERY emailed the Investigator providing further information which also was knowingly misleading and false:

e) AMERY stated "...I can now confirm that no other fill or materials were brought to the site nor was any other grading done with our knowledge or permission by Superior Concrete Systems [our contractor] since December 2, 2016 as Ms. Lee [City official with Corporate Properties] had asked for a cessation until consultation with city engineers and water resources." **This was a false statement.** AMERY had knowledge Loutfi Aboumrads imported additional loads of fill in April 2017 to address the muddy and rough conditions over the Site.

f) AMERY also stated in the same email: "Furthermore, our contractor confirmed he had ceased doing any further work from December 2<sup>nd</sup> 2016 when notified of the City's request. ..." **This was a misleading statement as AMERY knew it to be untrue at the time.**

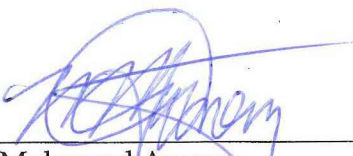
26. AMERY admits he knowingly made false and misleading statements to the AEP Investigator in the course of an investigation under the *Environmental Protection and Enhancement Act* RSA c. E-12.

27. AMERY admits the facts set out above in support of the guilty plea to section 227(a) of the *Environmental Protection and Enhancement Act* RSA c. E-12, sentencing for that offence and for a victim fine surcharge pursuant to section 8 of the *Victims of Crime Act*, RSA 2000 c. V-3 and section 2 of the *Victims of Crime Regulation*, AR 63-2004 RSA 2000 c. V-3.

**ALL OF WHICH IS ADMITTED AS FACT,**

DATED this day of October 2019 in Calgary, Alberta.

  
\_\_\_\_\_  
Martha O'Connor  
Agent of the Attorney General of Alberta

  
\_\_\_\_\_  
Mohamed Amery  
Counsel for Hussein Amery and Amara  
Investment Corp.

  
\_\_\_\_\_  
Hussein Amery  
Accused

28. In respect of a guilty plea by HUSSEIN AMERY before this Honourable Court to the following charge:

Count 11: Between May 9, 2017 and August 30, 2017 at or near Calgary, in the Province of Alberta, did knowingly provide false or misleading information pursuant to a requirement under the *Environmental Protection and Enhancement Act* to provide information, contrary to section 227(a) of the *Environmental Protection and Enhancement Act*.

**CRIMINAL CODE SECTION 606**

606(1.1) *A court may accept a plea of guilty only if it is satisfied that the accused:*

*(a) Is making the plea voluntarily; and*

*(b) Understands:*

*(i) That the plea is an admission of the essential elements of the offence*

*(ii) The nature and consequences of the plea, and*

*(iii) That the court is not bound by any agreement made between the accused and the prosecutor.*

**I ACKNOWLEDGE HAVING BEEN FULLY ADVISED OF THE ABOVE BY MY COUNSEL,**



**HUSSEIN AMERY**

**Accused**

APPENDIX	DOCUMENT
<b>A.</b>	<i>License of Occupation dated February 16, 2012</i>
<b>B.</b>	<i>Renewal Letter dated October 20, 2016</i>
<b>C.</b>	<i>Diagram / Map - 4304 Macleod Trail</i>
<b>D.</b>	<i>Photos of 4304 MacLeod Trail dated June-July 2012</i>
<b>E.</b>	<i>Contract between Amara Investments Corp. and Superior Concrete Systems Ltd. dated Sept. 12, 2016</i>
<b>F.</b>	<i>Photos of 4304 MacLeod Trail dated November 21, 2016</i>
<b>G.</b>	<i>Letter from the City of Calgary to Amara Investment Corp. dated November 22, 2016</i>
<b>H.</b>	<i>Photos of 4304 MacLeod Trail dated April 5, 2017</i>
<b>I.</b>	<i>Photos of 4304 MacLeod Trail dated April 20, 26, 2017</i>
<b>J.</b>	<i>Photos of 4304 MacLeod Trail dated May 2, 4, 12, 2017</i>
<b>K.</b>	<i>Photo of 4304 MacLeod Trail dated Aug. 31, 2017</i>



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THIS LICENSE OF OCCUPATION dated for reference February 16, 2012.

BETWEEN:

**THE CITY OF CALGARY**

(the "Licensor")

and

**AMARA INVESTMENT CORP.**

(the "Licensee")

**THIS LICENSE OF OCCUPATION WITNESSES THAT**, in consideration of the provisions of the Agreement being performed by the parties as herein provided, **THE PARTIES AGREE AS FOLLOWS:**

**1. LICENSE**

1.01. The Licensor hereby grants to the Licensee the right, license and privilege to use and to occupy those lands described in Schedule "A" attached hereto (the "License Lands") comprising 493.31 SQUARE METERS (5,310 SQUARE FEET) more or less, as shown crosshatched in red on the site plan attached hereto as Schedule "B", for a term of FIVE (5) YEARS (the "Term") commencing on the 1<sup>st</sup> day of January, 2012 (the "Commencement Date") and expiring at 11:59 p.m. on the 31<sup>st</sup> day of December, 2016, for the purpose or purposes set out herein and subject to the provisions with respect to renewal or termination hereinafter contained.

1.02. Notwithstanding anything herein contained, either party may terminate this License of Occupation (the "Agreement") upon giving THIRTY (30) DAYS notice of the same in writing to the other party.

**2. LICENSE FEE**

2.01. The annual license fee (the "License Fee") with respect to each year of the Term shall be TEN THOUSAND FIVE HUNDRED (\$10,500.00) DOLLARS plus GST,

payable in advance in equal monthly instalments of EIGHT HUNDRED SEVENTY FIVE (\$875.00) DOLLARS plus GST. The Licensee agrees to pay the amounts referenced herein without deduction, set-off or abatement whatsoever on the first day of each and every month during the Term, commencing on the Commencement Date. The Licensee agrees to pay the License Fee on a prorated basis for any period of occupancy lasting less than ONE (1) YEAR.

### **3. RENEWAL**

3.01. Provided that the Licensor does not require the License Lands or any portion thereof for municipal purposes (which determination shall be made in the sole and unfettered discretion of the Licensor), and further provided that the Licensee shall have duly and regularly performed each and every of the terms, covenants and conditions herein contained, or having been in default thereof shall have promptly made good such default, the Licensee shall have ONE (1) option to renew and extend the Term for a further period of FIVE (5) YEARS (the "Renewal Term") upon the same terms, covenants and conditions herein contained save and except any further right to renew the Agreement and save and except the License Fee payable during such Renewal Term, which shall be established pursuant to Sections 3.02 and 3.03 of the Agreement. The Licensee must exercise the option to renew upon written notice to the Licensor given no later than SIX (6) MONTHS and no earlier than NINE (9) MONTHS prior to the expiry of the Term.

3.02. The annual License Fee to be payable by the Licensee to the Licensor during such Renewal Term shall be established by the Licensor having regard to the then current market conditions, and shall be communicated by the Licensor to the Licensee in writing no later than NINETY (90) days following the receipt by the Licensor of the Licensee's written notice of intention to renew and to extend the Term. Subject to Section 3.03, this License Fee shall be payable by the Licensee to the Licensor in equal monthly instalments without deduction, set-off or abatement whatsoever, on the 1<sup>st</sup> day of each and every month during the continuance of the Renewal Term. The Licensee

agrees to pay a fee on a prorated basis for any period of occupancy lasting less than one year.

3.03. Upon the Licensee being provided the notice in writing of the proposed amendment to the License Fee pursuant to Section 3.02 of the Agreement, the Licensee shall have a period of FIFTEEN (15) DAYS following receipt of such notice to accept or reject the Licensor's establishment of the proposed amendment to the License Fee. In the event that the Licensee rejects the Licensor's establishment of the proposed amendment to the License Fee, the Licensee may elect to:

- (a) provide written notice to the Licensor of its intention to rescind the option to renew and extend the Term, despite exercising the option and providing the written notice referred to in Section 3.01; or
- (b) provide written notice to the Licensor of its intention to have the License Fee be conclusively established, at the Licensee's sole cost and expense, pursuant to the *Arbitration Act* (Alberta) by the decision of a single arbitrator mutually agreed upon by both parties, who shall set the License Fee at least THIRTY (30) DAYS before the expiration of the Term;

notwithstanding any other provisions in the Agreement, the License Fee payable during such Renewal Term, whether established by the Licensor or through arbitration, shall not be less than the annual License Fee payable for the immediately preceding year.

#### 4. USE

4.01. The Licensee shall use the License Lands for the purpose of parking and storage and for no other purpose whatsoever.

4.02. The Licensee shall, throughout the continuance of the Agreement, comply with all laws, bylaws, statutes, rules, orders and regulations of any federal, provincial, municipal or other authority (the "Government Authority") in force from time to time throughout the continuance of the Agreement with respect to the License Lands and the use and occupancy thereof.

4.03. The Licensee shall not carry on or permit any person to carry on upon any part of the License Lands any business or any activity which may be deemed a

nuisance by the Licensor or that may constitute an annoyance or disturbance to the owners or occupiers of adjacent lands and that it will strictly and carefully observe and comply with all bylaws and regulations of the applicable Government Authority. If the Licensee commits a breach of any of the said bylaws and regulations on the License Lands and fails within FORTY-EIGHT (48) HOURS of being notified by the Licensor to comply with such bylaws and regulations, then the Licensor shall have the right to do all that is necessary to effect compliance with the said bylaws and regulations, or to abate such nuisance, and shall have the right to charge the Licensee for all of the Licensor's cost and expenses for the same, plus an additional management and administration charge of FIFTEEN (15%) PERCENT.

4.04. The Licensee shall not commit, permit or allow any waste or injury to the License Lands, or any part thereof and shall not use or occupy or permit to be used or occupied the License Lands or any part thereof for any illegal or unlawful purpose or in any manner which could result in the cancellation of any insurance, or in the refusal of any insurer to issue any insurance as requested.

4.05. Nothing contained in the Agreement shall be deemed to create a tenancy by implication or otherwise.

## **5. LICENSEE IMPROVEMENTS**

5.01. The Licensee shall not build or place any new improvements (the "Licensee Improvements") on the License Lands without the prior written consent of the Licensor, which consent may be unreasonably withheld. In requesting the consent of the Licensor, the Licensee shall provide the Licensor with detailed descriptions and plans (the "Improvement Proposal") setting out the proposed Licensee Improvements. The Licensor shall inform the Licensee in writing no later than THIRTY (30) DAYS following the receipt by the Licensor of the Improvement Proposal, whether the Improvement Proposal has been approved, rejected, or accepted with modifications. If consent for the Improvement Proposal is granted, the Licensee shall construct the Licensee Improvements at its sole cost and expense in a good and workmanlike manner, and be solely responsible for obtaining all permits and approvals associated

with any construction work on the License Lands, including all planning permits and change of use permits. Copies of all permits must be forwarded to the Licensor prior to the commencement of any construction work.

5.02. During the construction of any such Licensee Improvements, the Licensee shall designate a prime contractor (the "Prime Contractor") for the purposes of the *Occupational Health and Safety Act* (Alberta) (the "OHSA"). If the Licensee fails to do so, the Licensee shall be deemed to be the Prime Contractor for the purposes of the OHSA.

5.03. The Licensee acknowledges that all Licensee Improvements shall immediately become the property of the Licensor upon their placement on the License Lands, without further compensation to the Licensee. At the expiration or earlier termination of the Term or Renewal Term as the case may be, the Licensee shall, if required by the Licensor, remove such Licensee Improvements as designated by the Licensor in writing, and restore the License Lands to the condition specified in Section 11.01 of the Agreement, all at the Licensee's sole cost and expense.

## **6. RATES, DUTIES AND ASSESSMENTS**

6.01. The Licensee shall promptly pay or cause to be promptly paid directly to any Government Authority entitled to receive the same and discharge as the same becomes due, to the extent that the same are or can become a lien against the License Lands or charged to the Licensor, all taxes (including taxes for local improvements), rates, duties and assessments that may be lawfully imposed, levied, rated, charged or assessed against the License Lands and every tax, charge and License Fee in respect of the use and occupation of the License Lands by the Licensee. The Licensee shall also be directly responsible for the payment of all charges for electricity, gas, water and other rates assessed in connection with the use and occupancy of the License Lands and for all other charges in respect of the License Lands.

6.02. In the event the License Lands are subject to assessment, the Licensee shall arrange for the License Lands to be included in the Tax Instalment Payment Plan

(T.I.P.P.) of the applicable Government Authority, and pay all amounts levied in respect of the License Lands as and when required by T.I.P.P.

## **7. MAINTENANCE AND REPAIR**

7.01. The Licensee shall at its sole cost and expense keep the License Lands and any improvements or Licensee Improvements (collectively, the "Improvements") thereon in such condition and repair as would a careful and prudent owner, including but not limited to keeping the License Lands reasonably clean and free from accumulations of weeds, garbage, ice and snow. The Licensee shall not obstruct the License Lands or allow the License Lands to be obstructed in any manner except for the reasonable requirements of use, occupation, maintenance and repair related to the License Lands.

## **8. ACCESS**

8.01. The Licensor, its employees, agents and contractors shall, at all times during the continuance of the Agreement, have the full and free right and liberty to have ingress and egress and to pass and re pass and to enter and remain upon the License Lands upon reasonable notice to the Licensee and without notice in the case of an emergency, in order to construct, maintain, repair, replace, operate, or cause to be constructed, maintained, repaired, replaced, or operated utilities or other improvements in, over, under or upon the License Lands. The Licensor, in carrying out the operations contemplated herein, shall do so in a good and workmanlike manner and shall take or cause to be taken all reasonable steps such that the aforesaid operations will cause as little damage and disruption to the License Lands as is reasonably practicable.

## **9. LIENS, CAVEATS AND OTHER ENCUMBRANCES**

9.01. The Licensee shall not permit the filing or registration of any builders' liens (as defined by the *Builders' Lien Act* (Alberta)) or any other encumbrance (as defined by the *Land Titles Act* (Alberta)) arising howsoever against the License Lands and the Licensee shall procure their discharge within TWENTY (20) DAYS after the builders' lien or other encumbrance has come to the notice of the Licensee.

## 10. TERMINATION

10.01. In the event that the Licensee shall:

- (a) fail to pay the License Fee or any other sum required to be paid by the Licensee under the Agreement by the due date for payment of same, and the Licensee has failed to pay the said amount within a period of TEN (10) DAYS after written demand therefor has been made by the Licensor to the Licensee;
- (b) fail to perform or observe any of its other covenants, agreements or obligations hereunder, express or implied, for a period of THIRTY (30) DAYS after the Licensor has given the Licensee written notice specifying such failure;
- (c) collectively receive FIVE (5) or more of the written notices referred to in Sections 10.01(a) and 10.01(b) over the course of the Term or Renewal Term as the case may be;
- (d) fail to promptly and faithfully comply with the reasonable directions, rules and regulations, of the Licensor within a reasonable time of the Licensee having received such directions, rules and regulations during the continuance of the Agreement;
- (e) become insolvent or bankrupt or voluntarily subject as a debtor to the provisions of the *Winding Up Act*, the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act*, their successors or replacements, or other law for the reorganization, arrangement, composition, relief or aid of debtors or voluntarily go into liquidation or consent to the appointment of a receiver or make a general assignment for the benefit of creditors or otherwise acknowledge its insolvency;
- (f) have a liquidator or a receiver or a trustee in bankruptcy appointed for it under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency and such appointment is not vacated or terminated within THIRTY (30) DAYS or stayed on appeal; or
- (g) transfer or assign its interest in the Agreement other than as permitted herein;

then the Licensor may in its sole discretion immediately terminate the Agreement which shall, subject to Section 17.03, then become null and void and of no further force and effect whatsoever and sole possession of the License Lands shall revert immediately back to the Licensor.

## **11. SURRENDER**

11.01. The Licensee shall upon the expiry or early termination of the Agreement, at its sole cost and expense, remove the Licensee Improvements (if any) subject to Section 5.03, and quit and surrender up the License Lands and any remaining Improvements thereon to the Licensor in such condition and repair as which the Licensee is required to maintain under the Agreement, all to the reasonable satisfaction of the Licensor. The Licensee acknowledges that upon surrender, the License Lands shall be in a neat, clean and level condition, free and clear of all waste material, debris and rubbish, and that the Licensee shall at its sole cost and expense make good any and all damage caused by any such removal, filling and compacting.

## **12. ENVIRONMENTAL COVENANTS**

12.01. The Licensee shall not emit, discharge, deposit or cause or permit to be emitted, discharged or deposited upon the License Lands, any hazardous, toxic, deleterious, polluting or contaminating substance, product, material or waste (the "Contamination") which alone or in combination are defined, listed, prohibited, controlled or otherwise regulated by any Government Authority. If any such Contamination is released on or into the License Lands, the Licensee shall, as soon as it becomes aware of such release, remediate such Contamination at its sole cost and expense, in accordance and in compliance with all environmental laws as set out by the applicable Government Authority.

12.02. The Licensee shall be liable for, and shall indemnify, defend and save harmless the Licensor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the existence of any Contamination on, in or near the License Lands which was caused by or resulted from the activities of the Licensee. Any obligation of the Licensee to indemnify the Licensor hereunder shall survive the expiry or early termination of the Agreement.



### **13. INDEMNITY**

13.01. The Licensee shall indemnify, defend and save harmless the Licensor and all of its employees, officials, officers and authorized representatives from and against all claims, actions, damages, liabilities, and expenses by whomsoever made, brought or prosecuted in connection with losses of life, personal injury, damage to property, or any other loss, damage or injury, whether or not of a nature related to the foregoing, arising from any occurrence upon the License Lands, or from the Licensee's occupancy or use of the License Lands or occasioned wholly or in part by an act or omission or breach or violation of any of the Licensee's obligations under the Agreement by the Licensee, its officers, agents, employees, patrons, contractors, invitees, concessionaires, or by anyone permitted by the Licensee to be upon the License Lands. In the event that the Licensor is made a party to litigation commenced by or against the Licensee, excepting a bona fide action by the Licensee against the Licensor, the Licensee will save and hold harmless the Licensor and will pay all costs and expenses incurred or paid by the Licensor in connection with the litigation and an amount representing legal fees on a solicitor client basis. Any obligation of the Licensee to indemnify the Licensor hereunder shall survive the expiry or early termination of the Agreement.

13.02. The Licensor shall not be responsible for any damage or injury that may happen to the Licensee or the Licensee's officers, agents, employees, patrons, contractors, invitees, concessionaires or property from any cause whatever prior, during or subsequent to the continuance of the Agreement unless the damage or injury is caused by the gross negligence or wilful misconduct of the Licensor, its officers, employees or agents. The Licensee hereby expressly releases the Licensor from and agrees to indemnify it against any and all such claims for such loss, damage or injury.

### **14. INSURANCE**

14.01. The Licensee shall at its sole cost and expense, throughout the continuance of the Agreement, maintain or have maintained with insurers allowed by the laws of the Province of Alberta to issue insurance policies in the Province of Alberta and in forms satisfactory to the Licensor, acting reasonably:

- (a) a commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS inclusive limit for any one occurrence and shall include:
  - (i) the Licensor as an additional insured;
  - (ii) a cross liability clause;
  - (iii) products and completed operations coverage;
  - (iv) broad form contractual liability coverage; and
  - (v) non owned automobile coverage;
- (b) an "All Risk" property insurance policy in an amount not less than the replacement costs of all property owned by the Licensee including all equipment, furniture and fixtures. The "All Risk" property insurance policy shall also cover all Improvements and buildings on the License Lands (if any); and
- (c) during the term of any construction (and until work is completed and accepted by the Licensor) of any Improvements on the License Lands, a contractor's commercial liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION (\$2,000,000.00) DOLLARS inclusive limit for any one occurrence, including products and completed operations coverage, contractual liability coverage.

14.02. The insurance policies mentioned in Section 14.01 hereof shall include provision for the Licensor to be given THIRTY (30) DAYS written notice prior to cancellation or material change of the policies of insurance and the Licensor to be advised immediately should the policies of insurance lapse or otherwise be discontinued.

14.03. The Licensee shall provide certificates of insurance for the insurance policies mentioned in Section 14.01 hereof to the Licensor on or before the Commencement Date of the Agreement and shall provide updated certificates of insurance indicating the renewal or continuance of such insurance on an annual basis.

14.04. In the event that the Licensee fails to provide to the Licensor any of the documents mentioned in Section 14.03 hereof or otherwise fails to provide to the

Licensor any evidence of the existence of any required insurance or to maintain any such insurance, the Licensor shall have the right to place, at the sole cost and expense of the Licensee, any required insurance coverage or to pay any arrears of premiums. The Licensee shall reimburse the Licensor for any such cost and expenses, plus an administrative and management charge of FIFTEEN (15%) PERCENT.

14.05. The Licensee, and not the Licensor, shall be responsible for any deductible that may apply in the aforementioned insurance policies. The deductibles on any policy of insurance will be at the Licensor's sole and unfettered discretion, acting reasonably.

14.06. The Licensee hereby releases the Licensor, its successors and assigns, from any and all liability for loss or damage caused by any of the perils against which the Licensee shall have insured or, pursuant to the terms of the Agreement, is obligated to insure the License Lands and the Licensee hereby covenants and agrees to indemnify and save harmless the Licensor from and against all manner of actions, causes of action, suits, damages, losses, costs, claims, and demands of any nature whatsoever relating to such loss or damage.

14.07. Insurance monies realized from any policy of insurance required by the Agreement shall be used:

- (a) to repair or rebuild the property insured; or
- (b) for such purposes as the Licensee and the Licensor mutually agree.

14.08. The Licensee, recognizing that the type, form and amount of insurance provided for herein is based upon the intention of insuring the License Lands and any buildings or structures erected thereupon at all times during the continuance of the Agreement to an extent which prudent businessmen acting reasonably in the circumstances would consider appropriate having regard to cost and availability, agrees that the Licensor may at least once per year during the continuance of the Agreement stipulate for a new type, form and/or amount of insurance.

14.09. The Licensee covenants and agrees that the Licensor's insurance requirements referred to in this Section 14 will not be construed and will in no manner limit or restrict the liability of the Licensee or its responsibilities under Sections 12 and 13 of the Agreement.

**15. CONDITION OF LANDS**

15.01. The Licensee accepts the License Lands knowing the condition thereof and agrees that the Licensor has made no representations, warranties or agreements with respect thereto.

**16. NOTICE**

16.01. Any notice or communication to be given or made to either party shall be in writing and may be sufficiently given if couriered or faxed to such party at the following addresses:

Licensee:

Amara Investment Corp.  
112, 2675 – 36<sup>th</sup> Street NE  
Calgary, Alberta T1Y 6H6  
Attention: Dr. Hussein Amery

Licensor:

The City of Calgary  
Corporate Properties & Buildings  
12<sup>th</sup> Floor, 800 Macleod Trail SE  
Calgary, Alberta T2G 2M3  
Attention: Manager, Land  
Fax No: (403) 268-1948

Either party may change its address by notice given to the other in accordance with this section in which event this section shall be deemed to have been amended accordingly. Any notice or communication given in the foregoing manner shall be deemed to have been given and received on the date of courier or fax.

**17. GENERAL**

17.01. In every case where the Licensee shall fail to pay the License Fee or any other amount required to be paid by the Licensee to the Licensor pursuant to the terms of the Agreement when due, the Licensee shall pay interest on any unpaid License Fee, amount or deficiency at the prime rate of interest charged by The Royal Bank of

Canada, Main Branch, Calgary, Alberta, at the date of default plus THREE (3%) PERCENT per annum on any unpaid License Fee, amount or deficiency from the date it was properly due until paid. Whenever such interest is calculated over a period in excess of ONE (1) YEAR, it shall be compounded annually.

17.02. In every case where the Licensee fails to expeditiously perform any work, repair, or rectification of any damage (the "Work") for which it is responsible under the Agreement, and after being given TEN (10) DAYS written notice to complete such Work, the Licensor may perform the Work and charge the Licensee back for the Licensor's costs and expenses for performing the same, plus an additional management and administration charge of FIFTEEN (15%) PERCENT.

17.03. On the expiry or early termination of the Agreement, the Licensee's right of use to the License Lands shall cease and terminate, but the obligations of the Licensee with respect to indemnification, the payment of any License Fee or other amounts due under the Agreement, covenants not performed at the date of such expiry or termination, or any other obligations which, by their nature or by reason of the circumstances at the time of such expiry or termination are not completely performed prior to such expiry or termination, shall survive and remain in full force and effect until satisfied.

17.04. The Licensee shall, prior to the Commencement Date, deliver to the Licensor a certified cheque in the amount of ONE THOUSAND SEVEN HUNDRED FIFTY (\$1,750.00) DOLLARS (the "Security Deposit") to be held by the Licensor without interest to the Licensee as security for the faithful performance by the Licensee of all of the terms, covenants and conditions in the Agreement on the Licensee's part to be observed and performed. The Licensor may, at its option, in addition to any of its other rights and remedies provided for in the Agreement or at law, may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any License Fee or any other sum under the Agreement as to which the Licensee is in arrears.

17.05. The Licensee shall not sublicense, assign or otherwise part with the rights, licenses and privileges granted by the Agreement, except with the express written consent of the Licensor, which consent may be arbitrarily withheld.

17.06. Each term, covenant and condition contained in the Agreement shall for all purposes be construed to be a separate and independent covenant and agreement and the breach of any such term, covenant or condition by the Licensor shall not discharge or relieve the Licensee from the Licensee's obligation to perform each term, covenant and condition of the Agreement to be performed by the Licensee. If any term or condition of the Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of the Agreement or the application of such term, covenant or condition to any person or circumstance, other than those with respect to which it is invalid or unenforceable, shall not be affected thereby and each term and condition of the Agreement shall be valid and shall be enforced to the full extent permitted by law.

17.07. All terms, covenants and conditions contained in the Agreement shall be binding upon and enure to the benefit of the respective heirs, successors and permitted assigns of the Licensor and the Licensee including any person taking or receiving in any manner the benefit hereof absolutely to the same extent as if each such heir, successor and permitted assign and any such person were named as a party to the Agreement.

17.08. The waiver by either party of a breach by the other party of a term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant or condition or a subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by the Licensor of payment of the License Fee will not be deemed to be a waiver of a preceding breach by the Licensee of a term, covenant or condition of the Agreement, other than the failure of the Licensee to pay the particular License Fee accepted, regardless of the Licensor's knowledge of the preceding breach at the time of acceptance of the License Fee. No term, covenant or condition of the Agreement will be deemed to have been waived by a party unless the waiver is in writing signed by that party.

17.09. The Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.

17.10. The Agreement contains the entire terms thereof and the Licensor and Licensee agree that there are no representations, collateral agreements or conditions except as expressed herein. All previous verbal or written agreements, if any, are hereby cancelled and rendered null and void.

17.11. Time shall be of the essence of the Agreement in every respect hereof.

17.12. Each of the parties hereto covenants and agrees from time to time and at all times hereafter to do and perform such acts and things and to execute all such deeds, documents and writings and give all such further assurances as shall be reasonably required as herein contemplated.

17.13. The parties hereto agree that the headings herein form no part of the Agreement and have been inserted for convenience of reference only.

17.14. The Licensee acknowledges that the Licensor is entering into the Agreement in its capacity as a licensor of real property, and not as a regulatory, statutory or approving Government Authority and nothing in the Agreement shall constitute the granting by the municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* (Alberta) or any other legislation in force in the Province of Alberta. Nothing in the Agreement restricts the municipality, its municipal council, its officers, employees or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a Government Authority.

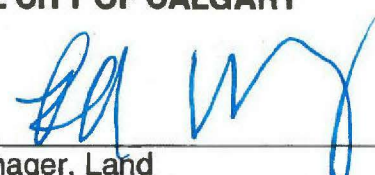
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17.15. The Licensee does hereby accept this license of occupation to use and occupy the License Lands subject to the terms, covenants and conditions herein set forth.

IN WITNESS WHEREOF the parties hereto have duly executed the Agreement.

APPROVED	
As to Content Corporate Services	
As to Form Law	

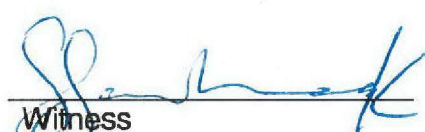
**THE CITY OF CALGARY**

Per:   
\_\_\_\_\_  
Manager, Land  
Corporate Properties & Buildings

Per:   
\_\_\_\_\_  
City Clerk (seal)  
MAY 09 2012

**AMARA INVESTMENT CORP.**

Per:   
\_\_\_\_\_  
(seal)

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_



**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I/We, \_\_\_\_\_ and \_\_\_\_\_, of the City of Calgary, in the Province of Alberta make oath and say:

- 1. I am/We are an officer or a director of **AMARA INVESTMENT CORP.**, named in the within or annexed instrument.
- 2. I am/We are authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Calgary, in )  
the Province of Alberta this \_\_\_ day of )  
\_\_\_\_\_, 2012. )

\_\_\_\_\_  
Notary Public or Commissioner for Oaths in  
and for the Province of Alberta

\_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of the City of Calgary, in the Province of Alberta make oath and say:

- 1. I was personally present and did see \_\_\_\_\_ and \_\_\_\_\_ who is/are known to me to be the person(s) named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see \_\_\_\_\_ and \_\_\_\_\_ who, on the basis of identification provided to me, I believe to be the person(s) named in the within (or annexed) instrument, duly sign the instrument;

- 2. The instrument was signed at the City of Calgary, in the Province of Alberta and I am the subscribing witness thereto;
- 3. I believe the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of age.

SWORN before me at the City of Calgary, in )  
the Province of Alberta this \_\_\_ day of )  
\_\_\_\_\_, 2012. )

\_\_\_\_\_  
Notary Public or Commissioner for Oaths in  
and for the Province of Alberta

\_\_\_\_\_

**SCHEDULE "A"**

**LICENSE LANDS**

**Legal Description:**

FIRSTLY:

PLAN 5360AM  
BLOCK 1

THOSE PORTIONS OF LOTS 48 TO 51 INCLUSIVE WHICH LIE TO THE EAST  
OF THE WEST 20 FEET THEREOF  
EXCEPTING THEREOUT: (AS TO SURFACE ONLY)

PLAN	NO.	ACRES MORE OR LESS
STREET WIDENING	4202JK	PTN LOT 51
STREET WIDENING	7710923	PTN

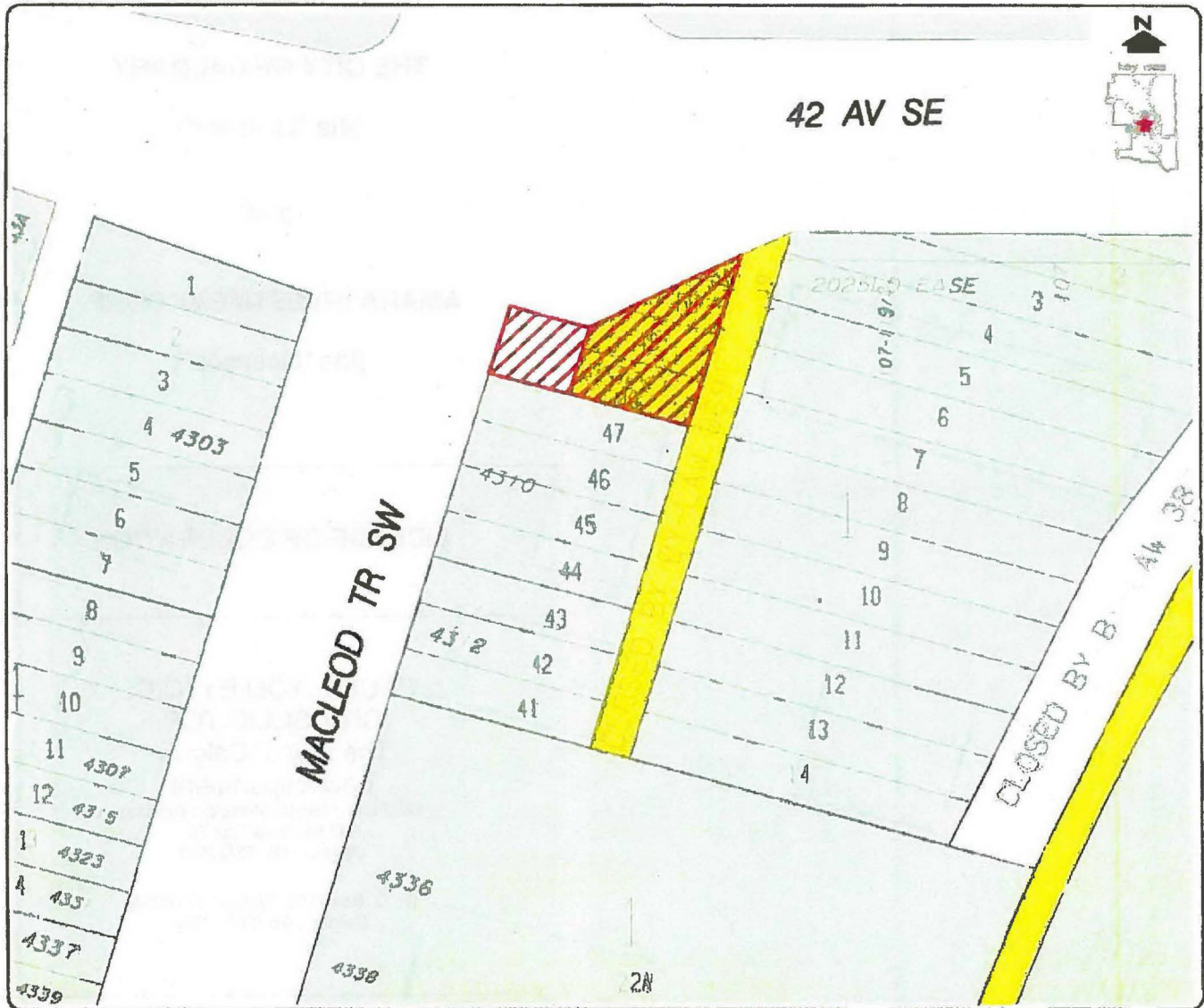
SECONDLY:

A PORTION OF ROAD PLAN 7710923


Comprising a total area of 493.31 square metres (5,310 square feet) more or less, as shown outlined in the Site Plan attached hereto as Schedule 'B'.


**SCHEDULE "B"**

**SITE PLAN**



File No.: 4304 MACLEOD TR SW-4

 Subject Area (5310 sq. ft.)

 City Owned Lands

---

**BETWEEN:**

**THE CITY OF CALGARY**

(the "Licensor")

and

**AMARA INVESTMENT CORP.**

(the "Licensee")

---

**LICENSE OF OCCUPATION**

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**PAUL L. TOLLEY, Q.C.**

**CITY SOLICITOR**

**The City of Calgary**

**Law Department**

12<sup>th</sup> Floor, Calgary Municipal Building

800 Macleod Trail SE

Calgary, AB T2G 2M3

(P. O. Box 2100, Station "M" (8053)

Calgary, AB T2P 2M5)

---

Law File No.: RE2311 (D. Mah)

CP&B File No.: 4304 & 4304L Macleod Tr. SW (A. Bautista)

THIS LICENSE OF OCCUPATION dated for reference February 16, 2012.

BETWEEN:

**THE CITY OF CALGARY**

(the "Licensor")

and

**AMARA INVESTMENT CORP.**

(the "Licensee")

**THIS LICENSE OF OCCUPATION WITNESSES THAT** in consideration of the provisions of the Agreement being performed by the parties as herein provided, **THE PARTIES AGREE AS FOLLOWS:**

**1. LICENSE**

1.01. The Licensor hereby grants to the Licensee the right, license and privilege to use and to occupy those lands described in Schedule "A" attached hereto (the "License Lands") comprising 375.33 SQUARE METERS (4,040 SQUARE FEET) more or less, as shown crosshatched in red on the site plan attached hereto as Schedule "B", commencing on the 1<sup>st</sup> day of January, 2012 (the "Commencement Date") and continuing thereafter on a month-to-month basis (the "Term"), for the purpose or purposes set out herein and subject to the provisions with respect to termination hereinafter contained.

1.02. Notwithstanding anything herein contained, either party may terminate this License of Occupation (the "Agreement") upon giving THIRTY (30) DAYS notice of the same in writing to the other party.

**2. LICENSE FEE**

2.01. The initial annual license fee (the "License Fee") with respect to each year of the Term shall be EIGHT THOUSAND SIX HUNDRED TEN (\$8,610.00) DOLLARS

plus GST, payable in advance in equal monthly instalments of SEVEN HUNDRED SEVENTEEN DOLLARS AND FIFTY CENTS (\$717.50) plus GST. The Licensee agrees to pay the amounts referenced herein without deduction, set-off or abatement whatsoever on the first day of each and every month during the Term, commencing on the Commencement Date. The Licensee agrees to pay the License Fee on a prorated basis for any period of occupancy lasting less than ONE (1) YEAR.

### **3. REVIEW PERIODS**

3.01. The Licensor shall have the option, every THREE (3) YEARS from the Commencement Date (each individually, the "Review Date") to amend the License Fee pursuant to Sections 3.02 and 3.03 of the Agreement. The Licensor may exercise the option upon written notice to the Licensee given no later than SIX (6) MONTHS and no earlier than NINE (9) MONTHS prior to the Review Date in question.

3.02. Upon the Licensor exercising the option referred to in Section 3.01, the amended License Fee to be payable by the Licensee to the Licensor during the continuance of the Term following the Review Date in question, shall be established by the Licensor having regard to the then current market conditions, and shall be communicated by the Licensor to the Licensee in writing no later than THIRTY (30) DAYS following the receipt by the Licensee of the Licensor's written notice of intention to amend the License Fee. Subject to Section 3.03, this License Fee shall be payable by the Licensee to the Licensor in equal monthly instalments without deduction, set-off or abatement whatsoever, on the 1<sup>st</sup> day of each and every month during the continuance of the Term following the Review Date in question. The Licensee agrees to pay a fee on a prorated basis for any period of occupancy lasting less than one year.

3.03. Upon the Licensee being provided the notice in writing of the proposed amendment to the License Fee pursuant to Sections 3.01 and 3.02 of the Agreement, the Licensee shall have a period of FIFTEEN (15) DAYS following receipt of such notice to accept or reject the Licensor's establishment of the proposed amendment to the License Fee. In the event that the Licensee rejects the Licensor's establishment of the proposed amendment to the License Fee, the Licensee may elect to:

- (a) provide written notice to the Licensor of its intention to terminate the Agreement, effective on the Review Date in question; or
- (b) provide written notice to the Licensor of its intention to have the License Fee be conclusively established, at the Licensee's sole cost and expense, pursuant to the *Arbitration Act* (Alberta) by the decision of a single arbitrator mutually agreed upon by both parties, who shall set the amended License Fee at least THIRTY (30) DAYS before the Review Date in question;

notwithstanding any other provisions in the Agreement, the amended License Fee payable during the continuance of the Term following the Review Date in question, whether established by the Licensor or by arbitration, shall not be less than the annual License Fee payable for the immediately preceding year.

#### **4. USE**

4.01. The Licensee shall use the License Lands for the purpose of parking, storage and access to the Licensee's loading dock and for no other purpose whatsoever.

4.02. The Licensee shall, throughout the continuance of the Agreement, comply with all laws, bylaws, statutes, rules, orders and regulations of any federal, provincial, municipal or other authority (the "Government Authority") in force from time to time throughout the continuance of the Agreement with respect to the License Lands and the use and occupancy thereof.

4.03. The Licensee shall not carry on or permit any person to carry on upon any part of the License Lands any business or any activity which may be deemed a nuisance by the Licensor or that may constitute an annoyance or disturbance to the owners or occupiers of adjacent lands and that it will strictly and carefully observe and comply with all bylaws and regulations of the applicable Government Authority. If the Licensee commits a breach of any of the said bylaws and regulations on the License Lands and fails within FORTY-EIGHT (48) HOURS of being notified by the Licensor to comply with such bylaws and regulations, then the Licensor shall have the right to do all that is necessary to effect compliance with the said bylaws and regulations, or to abate

such nuisance, and shall have the right to charge the Licensee for all of the Licensor's cost and expenses for the same, plus an additional management and administration charge of FIFTEEN (15%) PERCENT.

4.04. The Licensee shall not commit, permit or allow any waste or injury to the License Lands, or any part thereof and shall not use or occupy or permit to be used or occupied the License Lands or any part thereof for any illegal or unlawful purpose or in any manner which could result in the cancellation of any insurance, or in the refusal of any insurer to issue any insurance as requested.

4.05. Nothing contained in the Agreement shall be deemed to create a tenancy by implication or otherwise.

## **5. LICENSEE IMPROVEMENTS**

5.01. The Licensee shall not build or place any new improvements (the "Licensee Improvements") on the License Lands without the prior written consent of the Licensor, which consent may be unreasonably withheld. In requesting the consent of the Licensor, the Licensee shall provide the Licensor with detailed descriptions and plans (the "Improvement Proposal") setting out the proposed Licensee Improvements. The Licensor shall inform the Licensee in writing no later than THIRTY (30) DAYS following the receipt by the Licensor of the Improvement Proposal, whether the Improvement Proposal has been approved, rejected, or accepted with modifications. If consent for the Improvement Proposal is granted, the Licensee shall construct the Licensee Improvements at its sole cost and expense in a good and workmanlike manner, and be solely responsible for obtaining all permits and approvals associated with any construction work on the License Lands, including all planning permits and change of use permits. Copies of all permits must be forwarded to the Licensor prior to the commencement of any construction work.

5.02. During the construction of any such Licensee Improvements, the Licensee shall designate a prime contractor (the "Prime Contractor") for the purposes of the *Occupational Health and Safety Act* (Alberta) (the "OHSA"). If the Licensee fails to do



so, the Licensee shall be deemed to be the Prime Contractor for the purposes of the OHSA.

5.03. The Licensee acknowledges that all Licensee Improvements shall immediately become the property of the Licensor upon their placement on the License Lands, without further compensation to the Licensee. At the termination of the Agreement, the Licensee shall, if required by the Licensor, remove such Licensee Improvements as designated by the Licensor in writing, and restore the License Lands to the condition specified in Section 11.01 of the Agreement, all at the Licensee's sole cost and expense.

## **6. RATES, DUTIES AND ASSESSMENTS**

6.01. The Licensee shall promptly pay or cause to be promptly paid directly to any Government Authority entitled to receive the same and discharge as the same becomes due, to the extent that the same are or can become a lien against the License Lands or charged to the Licensor, all taxes (including taxes for local improvements), rates, duties and assessments that may be lawfully imposed, levied, rated, charged or assessed against the License Lands and every tax, charge and License Fee in respect of the use and occupation of the License Lands by the Licensee. The Licensee shall also be directly responsible for the payment of all charges for electricity, gas, water and other rates assessed in connection with the use and occupancy of the License Lands and for all other charges in respect of the License Lands.

6.02. In the event the License Lands are subject to assessment, the Licensee shall arrange for the License Lands to be included in the Tax Instalment Payment Plan (T.I.P.P.) of the applicable Government Authority, and pay all amounts levied in respect of the License Lands as and when required by T.I.P.P.

## **7. MAINTENANCE AND REPAIR**

7.01. The Licensee shall at its sole cost and expense keep the License Lands and any improvements or Licensee Improvements (collectively, the "Improvements") thereon in such condition and repair as would a careful and prudent owner, including

but not limited to keeping the License Lands reasonably clean and free from accumulations of weeds, garbage, ice and snow. The Licensee shall not obstruct the License Lands or allow the License Lands to be obstructed in any manner except for the reasonable requirements of use, occupation, maintenance and repair related to the License Lands.

## **8. ACCESS**

8.01. The Licensor, its employees, agents and contractors shall, at all times during the continuance of the Agreement, have the full and free right and liberty to have ingress and egress and to pass and re pass and to enter and remain upon the License Lands upon reasonable notice to the Licensee and without notice in the case of an emergency, in order to construct, maintain, repair, replace, operate, or cause to be constructed, maintained, repaired, replaced, or operated utilities or other improvements in, over, under or upon the License Lands. The Licensor, in carrying out the operations contemplated herein, shall do so in a good and workmanlike manner and shall take or cause to be taken all reasonable steps such that the aforesaid operations will cause as little damage and disruption to the License Lands as is reasonably practicable.

## **9. LIENS, CAVEATS AND OTHER ENCUMBRANCES**

9.01. The Licensee shall not permit the filing or registration of any builders' liens (as defined by the *Builders' Lien Act* (Alberta)) or any other encumbrance (as defined by the *Land Titles Act* (Alberta)) arising howsoever against the License Lands and the Licensee shall procure their discharge within TWENTY (20) DAYS after the builders' lien or other encumbrance has come to the notice of the Licensee.

## **10. TERMINATION**

10.01. In the event that the Licensee shall:

- (a) fail to pay the License Fee or any other sum required to be paid by the Licensee under the Agreement by the due date for payment of same, and the Licensee has failed to pay the said amount within a period of TEN (10)

DAYS after written demand therefor has been made by the Licensor to the Licensee;

- (b) fail to perform or observe any of its other covenants, agreements or obligations hereunder, express or implied, for a period of THIRTY (30) DAYS after the Licensor has given the Licensee written notice specifying such failure;
- (c) collectively receive FIVE (5) or more of the written notices referred to in Sections 10.01(a) and 10.01(b) over the course of the Term;
- (d) fail to promptly and faithfully comply with the reasonable directions, rules and regulations, of the Licensor within a reasonable time of the Licensee having received such directions, rules and regulations during the continuance of the Agreement;
- (e) become insolvent or bankrupt or voluntarily subject as a debtor to the provisions of the *Winding Up Act*, the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act*, their successors or replacements, or other law for the reorganization, arrangement, composition, relief or aid of debtors or voluntarily go into liquidation or consent to the appointment of a receiver or make a general assignment for the benefit of creditors or otherwise acknowledge its insolvency;
- (f) have a liquidator or a receiver or a trustee in bankruptcy appointed for it under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency and such appointment is not vacated or terminated within THIRTY (30) DAYS or stayed on appeal; or
- (g) transfer or assign its interest in the Agreement other than as permitted herein;

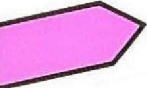
then the Licensor may in its sole discretion immediately terminate the Agreement which shall, subject to Section 17.03, then become null and void and of no further force and effect whatsoever and sole possession of the License Lands shall revert immediately back to the Licensor.

## **11. SURRENDER**

11.01. The Licensee shall upon the termination of the Agreement, at its sole cost and expense, remove the Licensee Improvements (if any) subject to Section 5.03, and quit and surrender up the License Lands and any remaining Improvements thereon to the Licensor in such condition and repair as which the Licensee is required to maintain

under the Agreement, all to the reasonable satisfaction of the Licensor. The Licensee acknowledges that upon surrender, the License Lands shall be in a neat, clean and level condition, free and clear of all waste material, debris and rubbish, and that the Licensee shall at its sole cost and expense make good any and all damage caused by any such removal, filling and compacting.

## **12. ENVIRONMENTAL COVENANTS**



12.01. The Licensee shall not emit, discharge, deposit or cause or permit to be emitted, discharged or deposited upon the License Lands, any hazardous, toxic, deleterious, polluting or contaminating substance, product, material or waste (the "Contamination") which alone or in combination are defined, listed, prohibited, controlled or otherwise regulated by any Government Authority. If any such Contamination is released on or into the License Lands, the Licensee shall, as soon as it becomes aware of such release, remediate such Contamination at its sole cost and expense, in accordance and in compliance with all environmental laws as set out by the applicable Government Authority.

12.02. The Licensee shall be liable for, and shall indemnify, defend and save harmless the Licensor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the existence of any Contamination on, in or near the License Lands which was caused by or resulted from the activities of the Licensee. Any obligation of the Licensee to indemnify the Licensor hereunder shall survive the termination of the Agreement.

## **13. INDEMNITY**

13.01. The Licensee shall indemnify, defend and save harmless the Licensor and all of its employees, officials, officers and authorized representatives from and against all claims, actions, damages, liabilities, and expenses by whomsoever made, brought or prosecuted in connection with losses of life, personal injury, damage to property, or any other loss, damage or injury, whether or not of a nature related to the foregoing, arising from any occurrence upon the License Lands, or from the Licensee's occupancy or use

of the License Lands or occasioned wholly or in part by an act or omission or breach or violation of any of the Licensee's obligations under the Agreement by the Licensee, its officers, agents, employees, patrons, contractors, invitees, concessionaires, or by anyone permitted by the Licensee to be upon the License Lands. In the event that the Licensor is made a party to litigation commenced by or against the Licensee, excepting a bona fide action by the Licensee against the Licensor, the Licensee will save and hold harmless the Licensor and will pay all costs and expenses incurred or paid by the Licensor in connection with the litigation and an amount representing legal fees on a solicitor client basis. Any obligation of the Licensee to indemnify the Licensor hereunder shall survive the termination of the Agreement.

13.02. The Licensor shall not be responsible for any damage or injury that may happen to the Licensee or the Licensee's officers, agents, employees, patrons, contractors, invitees, concessionaires or property from any cause whatever prior, during or subsequent to the continuance of the Agreement unless the damage or injury is caused by the gross negligence or wilful misconduct of the Licensor, its officers, employees or agents. The Licensee hereby expressly releases the Licensor from and agrees to indemnify it against any and all such claims for such loss, damage or injury.

#### **14. INSURANCE**

14.01. The Licensee shall at its sole cost and expense, throughout the continuance of the Agreement, maintain or have maintained with insurers allowed by the laws of the Province of Alberta to issue insurance policies in the Province of Alberta and in forms satisfactory to the Licensor, acting reasonably:

- (a) a commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS inclusive limit for any one occurrence and shall include:
  - (i) the Licensor as an additional insured;
  - (ii) a cross liability clause;
  - (iii) products and completed operations coverage;

- (iv) broad form contractual liability coverage; and
  - (v) non owned automobile coverage;
- (b) an "All Risk" property insurance policy in an amount not less than the replacement costs of all property owned by the Licensee including all equipment, furniture and fixtures. The "All Risk" property insurance policy shall also cover all Improvements and buildings on the License Lands (if any); and
- (c) during the term of any construction (and until work is completed and accepted by the Licensor) of any Improvements on the License Lands, a contractor's commercial liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION (\$2,000,000.00) DOLLARS inclusive limit for any one occurrence, including products and completed operations coverage, contractual liability coverage.

14.02. The insurance policies mentioned in Section 14.01 hereof shall include provision for the Licensor to be given THIRTY (30) DAYS written notice prior to cancellation or material change of the policies of insurance and the Licensor to be advised immediately should the policies of insurance lapse or otherwise be discontinued.

14.03. The Licensee shall provide certificates of insurance for the insurance policies mentioned in Section 14.01 hereof to the Licensor on or before the Commencement Date of the Agreement and shall provide updated certificates of insurance indicating the renewal or continuance of such insurance on an annual basis.

14.04. In the event that the Licensee fails to provide to the Licensor any of the documents mentioned in Section 14.03 hereof or otherwise fails to provide to the Licensor any evidence of the existence of any required insurance or to maintain any such insurance, the Licensor shall have the right to place, at the sole cost and expense of the Licensee, any required insurance coverage or to pay any arrears of premiums. The Licensee shall reimburse the Licensor for any such cost and expenses, plus an administrative and management charge of FIFTEEN (15%) PERCENT.

14.05. The Licensee, and not the Licensor, shall be responsible for any deductible that may apply in the aforementioned insurance policies. The deductibles on

any policy of insurance will be at the Licensor's sole and unfettered discretion, acting reasonably.

14.06. The Licensee hereby releases the Licensor, its successors and assigns, from any and all liability for loss or damage caused by any of the perils against which the Licensee shall have insured or, pursuant to the terms of the Agreement, is obligated to insure the License Lands and the Licensee hereby covenants and agrees to indemnify and save harmless the Licensor from and against all manner of actions, causes of action, suits, damages, losses, costs, claims, and demands of any nature whatsoever relating to such loss or damage.

14.07. Insurance monies realized from any policy of insurance required by the Agreement shall be used:

- (a) to repair or rebuild the property insured; or
- (b) for such purposes as the Licensee and the Licensor mutually agree.

14.08. The Licensee, recognizing that the type, form and amount of insurance provided for herein is based upon the intention of insuring the License Lands and any buildings or structures erected thereupon at all times during the continuance of the Agreement to an extent which prudent businessmen acting reasonably in the circumstances would consider appropriate having regard to cost and availability, agrees that the Licensor may at least once per year during the continuance of the Agreement stipulate for a new type, form and/or amount of insurance.

14.09. The Licensee covenants and agrees that the Licensor's insurance requirements referred to in this Section 14 will not be construed and will in no manner limit or restrict the liability of the Licensee or its responsibilities under Sections 12 and 13 of the Agreement.

**15. CONDITION OF LANDS**

15.01. The Licensee accepts the License Lands knowing the condition thereof and agrees that the Licensor has made no representations, warranties or agreements with respect thereto.

**16. NOTICE**

16.01. Any notice or communication to be given or made to either party shall be in writing and may be sufficiently given if couriered or faxed to such party at the following addresses:

**Licensee:**

Amara Investment Corp.  
112, 2675 – 36 Street NE  
Calgary, Alberta T1Y 6H6  
Attention: Dr. Hussein Amery

**Licensor:**

The City of Calgary  
Corporate Properties & Buildings  
12<sup>th</sup> Floor, 800 Macleod Trail SE  
Calgary, Alberta T2G 2M3  
Attention: Manager, Land  
Fax No: (403) 268-1948

Either party may change its address by notice given to the other in accordance with this section in which event this section shall be deemed to have been amended accordingly. Any notice or communication given in the foregoing manner shall be deemed to have been given and received on the date of courier or fax.

**17. GENERAL**

17.01. In every case where the Licensee shall fail to pay the License Fee or any other amount required to be paid by the Licensee to the Licensor pursuant to the terms of the Agreement when due, the Licensee shall pay interest on any unpaid License Fee, amount or deficiency at the prime rate of interest charged by The Royal Bank of Canada, Main Branch, Calgary, Alberta, at the date of default plus THREE (3%) PERCENT per annum on any unpaid License Fee, amount or deficiency from the date it was properly due until paid. Whenever such interest is calculated over a period in excess of ONE (1) YEAR, it shall be compounded annually.



17.02. In every case where the Licensee fails to expeditiously perform any work, repair, or rectification of any damage (the "Work") for which it is responsible under the Agreement, and after being given TEN (10) DAYS written notice to complete such Work, the Licensor may perform the Work and charge the Licensee back for the Licensor's costs and expenses for performing the same, plus an additional management and administration charge of FIFTEEN (15%) PERCENT.

17.03. On the termination of the Agreement, the Licensee's right of use to the License Lands shall cease and terminate, but the obligations of the Licensee with respect to indemnification, the payment of any License Fee or other amounts due under the Agreement, covenants not performed at the date of such termination, or any other obligations which, by their nature or by reason of the circumstances at the time of such termination are not completely performed prior to such termination, shall survive and remain in full force and effect until satisfied.

17.04. The Licensee shall, prior to the Commencement Date, deliver to the Licensor a certified cheque in the amount of ONE THOUSAND FOUR HUNDRED THIRTY FIVE (\$1,435.00) DOLLARS (the "Security Deposit") to be held by the Licensor without interest to the Licensee as security for the faithful performance by the Licensee of all of the terms, covenants and conditions in the Agreement on the Licensee's part to be observed and performed. The Licensor may, at its option, in addition to any of its other rights and remedies provided for in the Agreement or at law, may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any License Fee or any other sum under the Agreement as to which the Licensee is in arrears.

17.05. The Licensee shall not sublicense, assign or otherwise part with the rights, licenses and privileges granted by the Agreement, except with the express written consent of the Licensor, which consent may be arbitrarily withheld.

17.06. Each term, covenant and condition contained in the Agreement shall for all purposes be construed to be a separate and independent covenant and agreement and the breach of any such term, covenant or condition by the Licensor shall not discharge

or relieve the Licensee from the Licensee's obligation to perform each term, covenant and condition of the Agreement to be performed by the Licensee. If any term or condition of the Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of the Agreement or the application of such term, covenant or condition to any person or circumstance, other than those with respect to which it is invalid or unenforceable, shall not be affected thereby and each term and condition of the Agreement shall be valid and shall be enforced to the full extent permitted by law.

17.07. All terms, covenants and conditions contained in the Agreement shall be binding upon and enure to the benefit of the respective heirs, successors and permitted assigns of the Licensor and the Licensee including any person taking or receiving in any manner the benefit hereof absolutely to the same extent as if each such heir, successor and permitted assign and any such person were named as a party to the Agreement.

17.08. The waiver by either party of a breach by the other party of a term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant or condition or a subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by the Licensor of payment of the License Fee will not be deemed to be a waiver of a preceding breach by the Licensee of a term, covenant or condition of the Agreement, other than the failure of the Licensee to pay the particular License Fee accepted, regardless of the Licensor's knowledge of the preceding breach at the time of acceptance of the License Fee. No term, covenant or condition of the Agreement will be deemed to have been waived by a party unless the waiver is in writing signed by that party.

17.09. The Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.

17.10. The Agreement contains the entire terms thereof and the Licensor and Licensee agree that there are no representations, collateral agreements or conditions except as expressed herein. All previous verbal or written agreements, if any, are hereby cancelled and rendered null and void.

17.11. Time shall be of the essence of the Agreement in every respect hereof.

17.12. Each of the parties hereto covenants and agrees from time to time and at all times hereafter to do and perform such acts and things and to execute all such deeds, documents and writings and give all such further assurances as shall be reasonably required as herein contemplated.

17.13. The parties hereto agree that the headings herein form no part of the Agreement and have been inserted for convenience of reference only.

17.14. The Licensee acknowledges that the Licensor is entering into the Agreement in its capacity as a licensor of real property, and not as a regulatory, statutory or approving Government Authority and nothing in the Agreement shall constitute the granting by the municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* (Alberta) or any other legislation in force in the Province of Alberta. Nothing in the Agreement restricts the municipality, its municipal council, its officers, employees or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a Government Authority.

*-balance of page intentionally left blank-*


17.15. The Licensee does hereby accept this license of occupation to use and occupy the License Lands subject to the terms, covenants and conditions herein set forth.


IN WITNESS WHEREOF the parties hereto have duly executed the Agreement.

APPROVED	
As to Content Corporate Services	
As to Form Law	

**THE CITY OF CALGARY**

Per:   
\_\_\_\_\_  
Manager, Land  
Corporate Properties & Buildings

Per:   
\_\_\_\_\_  
City Clerk  
MAY 09 2012 (seal)

  
\_\_\_\_\_  
Witness

**AMARA INVESTMENT CORP.**  
Per:   
\_\_\_\_\_  
(seal)

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I/We, \_\_\_\_\_ and \_\_\_\_\_, of the City of Calgary, in the Province of Alberta make oath and say:

1. I am/We are an officer or a director of **AMARA INVESTMENT CORP.**, named in the within or annexed instrument.
2. I am/We are authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Calgary, in )  
the Province of Alberta this \_\_\_ day of )  
\_\_\_\_\_, 2012. )

\_\_\_\_\_  
Notary Public or Commissioner for Oaths in  
and for the Province of Alberta

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of the City of Calgary, in the Province of Alberta make oath and say:

1. I was personally present and did see \_\_\_\_\_ and \_\_\_\_\_ who is/are known to me to be the person(s) named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see \_\_\_\_\_ and \_\_\_\_\_ who, on the basis of identification provided to me, I believe to be the person(s) named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at the City of Calgary, in the Province of Alberta and I am the subscribing witness thereto;
3. I believe the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of age.

SWORN before me at the City of Calgary, in )  
the Province of Alberta this \_\_\_ day of )  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public or Commissioner for Oaths in  
and for the Province of Alberta

**SCHEDULE "A"**

**LICENSE LANDS**

**Legal Description:**

**A PORTION OF:**

**PLAN 5360AM**

**BLOCK 1**

**THAT PORTION OF THE LANE WHICH LIES TO THE NORTH OF THE  
SOUTHERLY 325 FEET OF THE SAID LANE AND TO  
THE SOUTH OF THE WESTERLY PRODUCTION OF THE WIDENING  
OF 42 AVENUE**

**SOUTH EAST ON PLAN 5850JK**

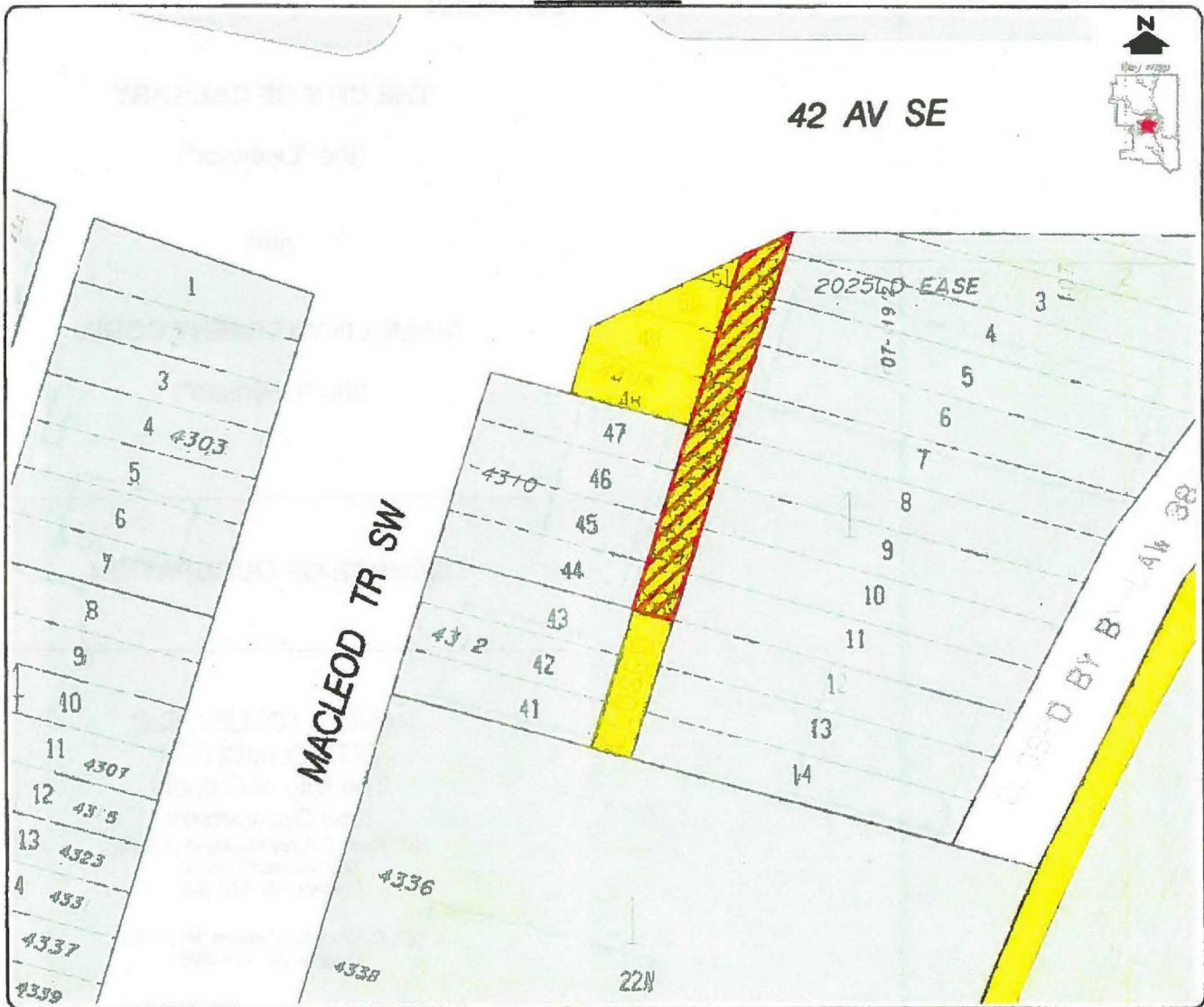
**EXCEPTING THEREOUT THE PORTION ON PLAN 7710923 FOR STREET  
WIDENING**

**EXCEPTING THEREOUT ALL MINES AND MINERALS**


**Comprising 375.33 square metres (4,040 square feet) more or less, as shown in the  
Site Plan attached hereto as Schedule "B"**

**SCHEDULE "B"**

**SITE PLAN**



File No.: 4304 MACLEOD TR SW-3

 Subject Area (4040 sq. ft.)

 City Owned Lands

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**BETWEEN:**

**THE CITY OF CALGARY**

(the "Licensor")

and

**AMARA INVESTMENT CORP.**

(the "Licensee")

---

**LICENSE OF OCCUPATION**

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**PAUL L. TOLLEY, Q.C.  
CITY SOLICITOR  
The City of Calgary  
Law Department**

12<sup>th</sup> Floor, Calgary Municipal Building  
800 Macleod Trail SE  
Calgary, AB T2G 2M3

(P. O. Box 2100, Station "M" (8053)  
Calgary, AB T2P 2M5)

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Law File No.: RE2312 (D. Mah)

CP&B File No.: 149L - 42 Avenue SW (A. Bautista)





September 28, 2016

Dr. Hussein Amery  
112 2675 36 ST NE  
Calgary, Alberta  
T1Y 6H6

Dear Dr. Hussein Amery:

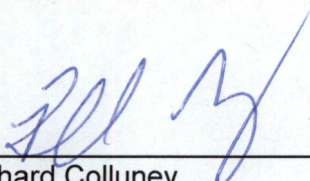
RE: Lease made between The City of Calgary and Amara Investment Corp., dated February 16, 2012 (the "Lease");  
4304L Macleod Trail SW, Calgary, Alberta, Plan 5360AM Block 1 Lots 48-51 and Portion of Road Plan 7710923 (the "Leased Premises")

This will confirm that the Lease has been renewed upon the following terms:

1. Renewal Term: Five (5) years commencing on 2017 January 01;
2. Rent: \$10,500.00 plus G.S.T. per annum payable in equal consecutive monthly installments of \$875.00 plus G.S.T. in advance on the first day of each month commencing on January 01, 2017;
3. all other terms, conditions, covenants contained in the Lease shall apply to the Renewal Term except for the following:
  - a) there is no option to renew the Lease at the expiry of the Renewal Term;
4. The Lease shall continue in full force and effect.

Please acknowledge your agreement to the terms hereof by dating, signing and affixing your corporate seal to the attached duplicate copy of this letter. The duplicate copy of this letter, duly executed by Amara Investment Corp. is to be returned to the undersigned by no later than October 17, 2016.

Yours truly,

  
\_\_\_\_\_  
Richard Colluney  
Manager, Land  
Real Estate & Development Services

Acknowledged and Agreed to by AMARA  
INVESTMENT CORP., this 20 day of  
Oct, 2016

Per:   
\_\_\_\_\_ c/s

**SCHEDULE "B"**

**SITE PLAN**



File No: 4304 MACLEOD TR SW-4

 Subject Area (5310 sq. ft.)

 City Owned Lands



2025LD EASE

CENTRE ST S

THE PRINT GALLERY (MAJOR)

ROYAL CARPETS

CARZ'R US / KHEMS AUTO REPAIR

4304

4310

4312

107

CSP000372 – June 8, 2012 – 4304 MacLeod Tr SW, Calgary AB



CSP000372 - July 3, 2012 – 4304 MacLeod Tr SW, Calgary AB



CSP000372 - July 3, 2012 – 4304 MacLeod Tr SW, Calgary AB



CSP000372 - July 3, 2012 – 4304 MacLeod Tr SW, Calgary AB



CSP000372 - July 3, 2012 – 4304 MacLeod Tr SW, Calgary AB



Google Street View Image Capture April 2012



**SUPERIOR CONCRETE  
SYSTEMS LTD.**

[Company Name]  
Ph: (403) 262-1433  
Fax: (403) 251-0405  
Superiorconcretesystems@hotmail.co

DATE: SEPTEMBER 13, 2016

Amara Investment Corp.  
4310 Macleod Trail South

Scope OF work : Supply Backfill and grading to required slope , upto 15 loads of fill  
Supply and install drywell and paving pending , favorable engineering report

\$25,000 + GST

(inc final grading  
± gravel or recycled  
Aggregate) NB

SEP 12, 2016

SUPERIOR CONCRETE SYSTEMS LTD.

AMARA INVESTMENT CORP.

X *[Signature]*

X *[Signature]*

April 13  
HARMA  
F.D.

CSP000410 – November 21, 2016 – 4304 MacLeod Tr SW, Calgary AB



CSP000410 – November 21, 2016 – 4304 MacLeod Tr SW, Calgary AB









November 22, 2016

VIA EMAIL

Dr. Hussein Amery  
112 2675 36 ST NE  
Calgary, AB  
T1Y 6H6

Dear Dr. Amery,

Re: 4304L Macleod TR SW, Calgary, Alberta, Plan 5360AM Block 1 Lots 48-51 and  
Portion of Road Plan 7710923; and  
149 42 Avenue SW, Calgary, Alberta, Portion of Plan 5360AM Block 1 (the  
"Lands");

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The City was notified by way of a 311 call over grading work being completed on the Lands. The Tenant confirmed that work was conducted on the Lands which include leveling and re-gravelling. In accordance to Section 5.01 of the License of Occupation, the Tenant is required to submit detailed description and plans for the Licensor's written approval, and such approval was not obtained prior to work commencing, therefore, the work completed was at the Tenants own risk.

Please ensure that the recent grading and leveling work does not divert water onto the adjacent parcels. Any flooding, slope stability and damage occurring on the Lands or to the adjacent properties shall be addressed at the Tenant's sole cost and expense. The Lands must be left in a neat and tidy condition free and clear of all debris and rubbish, including the removal of the excess top soil/fill observed on the Lands. Finally, we remind you that any future work the Tenant engages in must be accompanied by detailed plans and specifications by a qualified engineer and are subject to both the Landlord's review of such plans and the Landlord's written approval before any work is to commence.

Yours truly,

Carol Lee  
Commercial Leasing Agent  
Real Estate & Development Services  
T (403)268-6757 | F (403)268-1948 | Mail code #8052  
9<sup>th</sup> Floor, Calgary Municipal Building, 800 Macleod TR SE

/CL

**Attachment 1: Photographs taken November 21, 2016**









CSP000156-021 April 5, 2017 – 4304 MacLeod Trail SW, Calgary, AB



CSP000372 April 5, 2017 – 4304 MacLeod Trail SW, Calgary, AB



CSP000372 April 5, 2017 – 4304 MacLeod Trail SW, Calgary, AB





CSP000372 – April 20, 2017 – 4304 MacLeod Tr SW, Calgary AB

Date & Time: Thu Apr 20 15:55:11 MDT 2017  
Position: 11 N 705942 5655668  
Altitude: 1055m  
Datum: WGS-84  
Azimuth/Bearing: 330° N30W 5367mils (True)  
Elevation Angle: -04.8°  
Horizon Angle: -00.5°  
Zoom: 1X



CSP000372-039

Date & Time: Thu Apr 20 15:55:23 MDT 2017  
Position: 11 N 705935 5655672  
Altitude: 1055m  
Datum: WGS-84  
Azimuth/Bearing: 016° N16E-0284mils (True)  
Elevation Angle: -14.1°  
Horizon Angle: +00.5°  
Zoom: 1X



CSP000372-040

CSP000372 – April 20, 2017 – 4304 MacLeod Tr SW, Calgary AB

Date & Time: Thu Apr 20 15:55:43 MDT 2017  
Position: 11 N 705918 5655674  
Altitude: 1058m  
Datum: WGS-84  
Azimuth/Bearing: 065° N65E 1156mils (True)  
Elevation Angle: -14.8°  
Horizon Angle: +01.3°  
Zoom: 1X



CSP000372-043

Date & Time: Thu Apr 20 15:55:41 MDT 2017  
Position: 11 N 705918 5655675  
Altitude: 1059m  
Datum: WGS-84  
Azimuth/Bearing: 116° S64E 2062mils (True)  
Elevation Angle: -15.4°  
Horizon Angle: -01.7°  
Zoom: 1X



CSP000372-050



Date & Time: Thu Apr 20 15:55:04 MDT 2017  
Position: 11 N 705941, 5655667  
Altitude: 1054m  
Datum: WGS-84  
Azimuth/Bearing: 150° S30E 2667mils (True)  
Elevation Angle: -27.7°  
Horizon Angle: +01.9°  
Zoom: 1X

CSP000372-046



CSP000372-063



CSP000372-059

**CSP000372 – April 26, 2017 – 4304 MacLeod Tr SW, Calgary AB**

Date & Time: Wed Apr 26 08:02:10 MDT 2017  
Position: 11 N 705937 5655663  
Altitude: 1060m  
Datum: WCS-84  
Azimuth/Bearing: 057° N57E 1013m/s (True)  
Elevation Angle: -19.6°  
Horizon Angle: -00.4°  
Zoom: 1X



CSP000372-072

CSP000372 – April 26, 2017 – 4304 MacLeod Tr SW, Calgary AB

Date & Time: Wed Apr 26 08:02:23 MDT 2017  
Position: 11 N 705939 5655668  
Altitude: 1064m  
Datum: WGS-84  
Azimuth/Bearing: 039° N39E 0693mils (True)  
Elevation Angle: -12.5°  
Horizon Angle: -01.0°  
Zoom: 1X



CSP000372-078

CSP000372 – May 2, 2017 – 4304 MacLeod Tr SW, Calgary AB



CSP000372-084

CSP000372 – May 2, 2017 – 4304 MacLeod Tr SW, Calgary AB



CSP000372-085



CSP000372-089

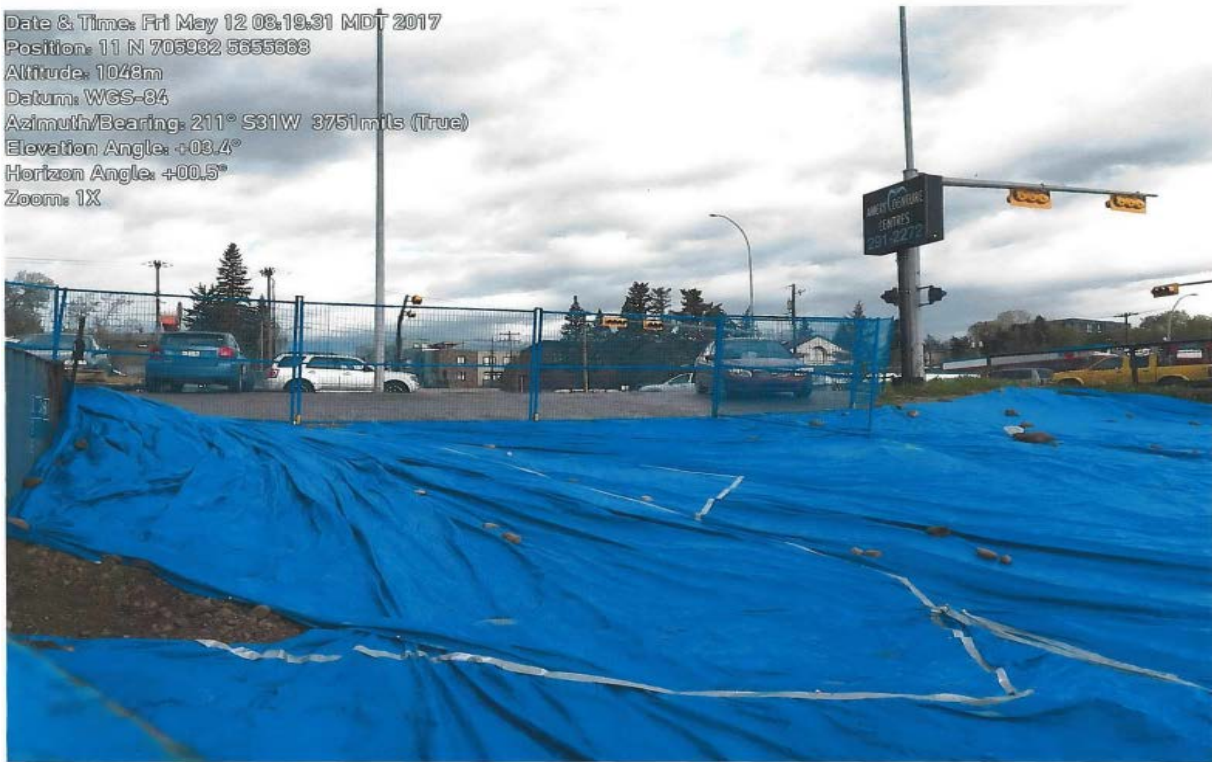


CSP000372-088



CSP000372 – May 12, 2017 – 4304 MacLeod Tr SW, Calgary AB

Date & Time: Fri May 12 08:19:31 MDT 2017  
Position: 11 N 705932 5655668  
Altitude: 1048m  
Datum: WGS-84  
Azimuth/Bearing: 211° S31W 3751mils (True)  
Elevation Angle: +03.4°  
Horizon Angle: +00.5°  
Zoom: 1X



CSP000372-093



CSP000372-095



CSP000372-098



CSP000372-100

Google Street View image Aug. 31, 2017 – 4304 MacLeod Trail SW, Calgary, AB

