



BYLAW NO. 568

A BYLAW TO AUTHORIZE ENTERING INTO A LEASE AGREEMENT FOR PART OF THE REGIONAL DISTRICT'S CORPORATE OFFICE

WHEREAS the Regional District's corporate office is located at 990 Cedar Street in Campbell River, British Columbia;

AND WHEREAS the Regional District has been requested to lease a portion of the said corporate office to City West Cable & Telephone Corporation;

AND WHEREAS the Regional District wishes to enter into a lease agreement for a defined portion of its corporate office:

AND WHEREAS the requirements of the *Local Government Act* with respect to the disposition of Regional District property have been met:

NOW THEREFORE the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

Agreement Authorized

1. The Strathcona Regional District is hereby authorized to enter into a leasehold agreement with City West Cable & Telephone Corporation for that part of its corporate office building contained within Strata Lot 4 of District Lot 69, Sayward District, Strata Plan VIS3099 located at 990 Cedar Street in Campbell River, British Columbia.

Form and Substance

2. The lease agreement referenced in Section 1 shall substantially comply in form and substance with that shown in Schedule 'A', attached to and forming part of this bylaw.

Authority to Execute

3. The Chair and Corporate Officer shall have full authority to execute the lease agreement following the adoption of this bylaw and such further documents as may be required to give effect to the agreement.

Effective Date

4. This bylaw shall take effect on the date of adoption.

Citation

5. This bylaw may be cited for all purposes as Bylaw No. 568, being Corporate Office Lease Agreement Authorization Bylaw 2024.

READ A FIRST TIME ON THE 30TH DAY OF OCTOBER, 2024


READ A SECOND TIME ON THE 30TH DAY OF OCTOBER, 2024

READ A THIRD TIME ON THE 30TH DAY OF OCTOBER, 2024

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 30TH DAY OF OCTOBER, 2024



Chair



Corporate Officer

Schedule 'A'

LEASE AGREEMENT

THIS LEASE made the 1st day of November, 2024

BETWEEN:

STRATHCONA REGIONAL DISTRICT

(the "**Landlord**")

OF THE FIRST PART

AND:

CITY WEST CABLE & TELEPHONE CORP.

(the "**Tenant**")

OF THE SECOND PART

WHEREAS the Landlord is the registered owner of the lands, premises, improvements and buildings situate, lying and being, in the City of Campbell River, in the Province of British Columbia, being more particularly known and described as:

PID: 018-645-747

Strata Lot 4, District Lot 69, Sayward District, Strata Plan VIS3099 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form 1

(the "**Lands**")

AND WHEREAS the Tenant has requested and the Landlord has agreed to grant a lease of office space located on the second floor of the Building on the Lands (the "**Leased Premises**") on the following terms;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents, covenants and agreements hereinafter contained on the part of the Tenant to be paid, observed and performed:

1. LEASE

The Landlord hereby leases to the Tenant the Leased Premises, measuring approximately 1,500 square feet of office space, alongside approximately 515 square feet of Shared Space, as generally shown on the floor plan as attached hereto as Schedule "A", together with the right in common with other Tenants, their customers and persons having business with the said Tenant, to use the common hallways, handicapped washrooms, and janitor rooms located in the building located on the Lands of which the Leased Premises forms a part (the "**Building**");

2. DEFINITIONS

For the purposes of this Agreement:

- (a) "**Common Areas**" means pedestrian sidewalks, hallways, corridors, stairways and ramps, electrical, telephone, meter, mechanical and janitor rooms, handicapped washrooms all of which are located in the Building, but excluding the roof and roof systems, supporting structures, columns, beams and outside walls of the Building;
- (b) "**Common Area Maintenance Cost**" means the total, without duplication, of the expenses incurred by the Landlord for operating, maintaining, repairing and replacing the Common Facilities and the Common Areas of the Building and shall, without limiting the generality of the foregoing include the aggregate of:
 - (i) the cost of repairs, maintenance and such replacements to the Common Areas and the Common Facilities as are properly chargeable in accordance with generally accepted accounting practice to operating expenses, as distinguished from capital replacements or improvements;
 - (ii) all premiums paid by the Landlord for insurance against Insurable Hazards in respect of the Building;
 - (iii) the expense for janitorial services in respect of Building;
 - (iv) the expense for gardening, landscaping and the removal of snow around and adjacent to the Building; and
 - (v) the cost of electrical power furnished to the Common Areas and Common Facilities;
- (c) "**Common Facilities**" means the electrical, plumbing, drainage, mechanical (including elevator) and security systems servicing the whole of the Building and shall include the cost of heat pump repairs and maintenance servicing all of the leased premises in the Building, but do not include any electric vehicle charging facilities.
- (d) "**Control**" and its grammatical variations mean, in reference to a person, having directly (or indirectly through one or more successively controlled other persons) the ultimate ability to exercise or to control and direct the exercise of sufficient voting power to elect a majority of the person's board of directors or equivalent governing body;
- (e) "**Insurable Hazard**" means fire and such other perils for which insurance is available and which in the opinion of the Landlord acting in a commercially reasonable manner should be protected by insurance
- (f) "**Municipal Taxes**" means the aggregate of all taxes, local improvements, or similar rates, duties, assessments and/or charges, municipal realty taxes, water

taxes, school taxes, or any other taxes rates, duties, assessments both general or special, or any rate, duty, assessment, charge or tax levied, charged or assessed in lieu thereof, levied or imposed upon or in respect of the Building by any Taxing Authority, together with all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by the Landlord, in good faith contesting or appealing any such taxes, levies, rates or assessments or charges levied in lieu thereof, including business taxes (if any) charged on the Common Areas;

- (g) **"Shared Space"** means those facilities on the second floor of the Building, including the washrooms, lunchrooms, and reception area, for which the Tenant has the right to use, in common with the Landlord, in conjunction with the Leased Premises;
- (h) **"Shared Space Amenities"** means those services and amenities made available to users of the Shared Space, including but not limited to kitchen and cleaning supplies, as agreed upon between the Landlord and the Tenant from time to time, acting reasonably; and
- (i) **"Taxing Authority"** means any duly constituted governmental authority whether federal, provincial, municipal or otherwise legally empowered to impose taxes, rates, assessments or charges on, upon or in respect of the said Building.

3. TERM

The lease shall be for a term of five (5) years commencing on November 1, 2024, and ending on October 31, 2029, to be occupied continuously during the whole of the said term.

4. RENT

The Tenant shall pay to the Landlord at Campbell River, British Columbia (or at such agent or agents, at such place or places as the Landlord shall designate from time to time in writing), a minimum rental over the term of \$180,000.00 plus Goods and Services Tax, payable in equal consecutive monthly instalments of \$3,000.00 plus Goods and Services Tax each, commencing the 1st day of November, 2024.

All payments to be payable on the 1st day of each month in advance and without deduction.

5. ADDITIONAL MONTHLY PAYMENTS

- (a) The Tenant shall pay to the Landlord by monthly instalments as additional rent for each lease year or part thereof a sum equal to 18.35% of the Common Area Maintenance Cost.
- (b) The Landlord shall keep a record of Common Area Maintenance Cost and deliver

a copy to the Tenant at the end of each calendar year. The additional rent referred to in this section shall be paid by monthly instalments in an amount estimated by the Landlord on the basis of the last available statement of Common Area Maintenance Costs and the Landlord shall notify the Tenant in writing of such amount prior to the payment date for such rent. If in any calendar year the Tenant's share of such costs exceeds the amount already paid, the Tenant shall, upon demand in writing by the Landlord and upon the Landlord providing a statement providing in reasonable detail the excess costs, pay the amount of such deficiency. If in any calendar year the amount paid by the Tenant exceeds the Tenant's share, such excess shall be credited by the Landlord as an advance payment for the next calendar year and the Landlord shall advise the Tenant in writing of such excess and credit. If this Lease shall commence other than on the 1st day of January and terminate or otherwise be determined other than on the 31st day of December, the amounts payable by the Tenant in accordance with this section shall be apportioned accordingly.

- (c) The Landlord shall keep a record of the costs associated with the Shared Space Amenities and deliver a copy of such records to the Tenant at the end of each quarter, specifically by the last day of each March, June, September, and December of each calendar year. The Tenant shall pay to the Landlord an additional rent, by quarterly installments, in an amount equal to 50% of the prior quarter's record of Shared Space Amenities costs.

6. PAYMENT OF RENT, BUSINESS TAX, AND UTILITIES

The Tenant covenants and agrees with the Landlord to pay rent, all business and equipment taxes and licence fees from time to time levied against or payable in respect of the occupancy of the Leased Premises by the Tenant, and all or any subtenant, concessionaires and licensees of the Leased Premises, and also to pay all rates and charges for heating, water, gas, electric light and/or power, sewer, telephone and internet supplied to or used on the Leased Premises, including the cost of replacing filters for the heat pumps serving the Leased Premises.

7. RIGHT TO INSTALL SERVICES

Subject to the provisions of section 27, the Landlord and any person authorized by the Landlord, shall have the right to install, maintain and/or repair pipes, wires, ducts or other installations in, under or through the Leased Premises for or in connection with the supply of any services to the Leased Premises or to the Building and other tenants located there. Such services shall include, without limiting the generality of the foregoing, heat, water, gas, electric light and/or power, ventilation, sewer, telephone, and internet.

8. TAXES

- (a) The Tenant will, upon demand, pay to the Landlord as additional rent a sum equal to 100% of the Municipal Taxes levied on the Building in each year, provided that the Landlord delivers to the Tenant a statement containing particulars of the taxes

levied. If this Lease shall commence other than on the 1st day of January and terminate or otherwise be determined other than on the 31st day of December, the amounts payable by the Tenant in accordance with this section shall be apportioned accordingly. The additional rent referred to in this section shall be paid by monthly instalments in an amount estimated by the Landlord on the basis of the last available statement of Municipal Taxes and the Landlord shall notify the Tenant in writing of such amount prior to the payment date for such rent.

- (b) The Tenant will, in addition, pay any tax, assessment, rate or charge that may be levied, assessed or charged on the rent payable hereunder by any taxing authority including but not limited to a multi-stage tax, value-added tax, business transfer tax, federal sales or goods and services tax and any increase or increases in such tax.

9. REPAIRS

The Tenant covenants with the Landlord to keep the Leased Premises in a good and reasonable state of repair and consistent with the general standards of office buildings of similar age and character in the City of Campbell River, reasonable wear and tear and damage by fire, lightning, tempest, earthquakes, riots, floods, explosions, acts of terrorism, war, vibrations and other Acts of God or damage due to inherent defects in the roof supporting structure or exterior walls of the Building only excepted, and the Landlord may enter and view the state of repair, and the Tenant will repair according to notice in writing. If the Tenant neglects to repair after being so notified, the Landlord may enter upon the Leased Premises and make such repairs and may recover the costs thereof as rent from the Tenant. The Tenant shall replace any broken or cracked plate-glass on the Leased Premises which occurred during the term or any renewal thereof, excepting where such broken or cracked plate-glass was not caused by an act or omission of the Tenant or its employee, agent or invitee.

10. SURRENDER OF PREMISES AND TENANT'S FIXTURES

- (a) At the expiration of the term hereby granted or any renewal thereof, the Tenant shall surrender the Leased Premises in a clean condition and in good and substantial repair, reasonable wear and tear and damage by fire, lightning, tempest, earthquakes, riots, floods, acts of terrorism, war, explosions, vibrations and other Acts of God or damage due to inherent defects in the roof, floor systems or exterior walls of the Leased Premises only, excepted, and shall surrender all keys for the Leased Premises to the Landlord.
- (b) The Landlord agrees that the Tenant may install in or upon the Leased Premises such lighting, wall shelving, wall cupboards, work stations, portable partitions and other movable business fixtures as it may require for its business therein and the same shall remain the property of the Tenant, and the Tenant, not being in default, shall have the right to remove the same during or forthwith after the term hereby granted or any renewal thereof and shall repair any damage caused thereby. Subject to the foregoing, the Tenant shall not make structural alterations or

additions to the Leased Premises, nor install any plumbing, piping, wiring or heating apparatus therein without the prior written consent of the Landlord. If the Tenant, with the consent aforesaid, makes any such structural alterations, additions or installations upon the Leased Premises, such alterations, additions or adjustments shall be and remain the property of the Landlord and shall not be removed by the Tenant during or after the term hereby granted or any renewal thereof.

11. ASSIGNMENT OR SUB-LETTING

The Tenant covenants with the Landlord that:

- (a) The rights of the Tenant under this Lease shall not be transferred, assigned, sold or mortgaged and the Tenant shall not sublet the whole or any part of the Leased Premises nor grant any concession or license within or with respect to the Leased Premises to any party nor permit any business to be operated from within the Leased Premises by any concessionaire or licensee without, in any case, first obtaining the prior written consent of the Landlord, which consent shall not be unreasonably or arbitrarily withheld. Notwithstanding any such consent being given by the Landlord and such transfer, assignment, sale or subleasing being effected, the original Tenant hereunder shall remain bound to the Landlord for the fulfilment of all of its obligations hereunder; and
- (b) If the Tenant is a private corporation or is not a reporting corporation and if by the sale or other disposition of its securities, the control or the beneficial ownership of such corporation is changed at any time after the execution of this Lease or during the term, the Landlord may, cancel this Lease and the term hereby granted upon the giving of sixty (60) days' notice to the Tenant of its intention to cancel and this Lease and the term granted shall thereupon be cancelled with no penalty to the Tenant and Tenant's obligations to pay as set out in sections 4, 5, 6 and 8 shall terminate on the date of cancellation.

12. USE AND CONDUCT OF BUSINESS

- (a) The Leased Premises shall be used for general office use.
- (b) The Tenant covenants that it will carry on and conduct all business on the Leased Premises in such a manner as to comply with, and shall not do anything upon the Leased Premises in contravention of any applicable statute, by-law, rule and regulation of any Federal, Provincial, Municipal or other competent authority for the time being in force, including all environmental laws and regulations, and that the Tenant will not use, exercise or carry on, or permit or allow to be used, exercised or carried on, in or upon the Leased Premises, or any part thereof, any noxious, noisy or offensive art, trade, business, occupation, activity or calling, or keep, sell, use, handle or dispose of any merchandise, goods or things which the Landlord, acting reasonably, may, for any reason, deem objectionable, or by which the Leased Premises or any building thereon shall be injuriously affected, and no

act, matter or thing whatsoever shall, at any time during the said term or any renewal thereof, which is or may be to the annoyance, nuisance, grievance, damage or disturbance of the occupiers of the adjoining premises.

- (c) The Tenant shall observe, obey and conform to, and cause all others under the Tenant's control, to obey and conform to, all rules and regulations from time to time made by the Landlord for the good conduct and management of the Building and for the maintenance of good relations with the public.
- (d) No animals of any kind shall be kept or permitted on the Leased Premises at any time, other than a certified guide dog or service dog, as defined under the *British Columbia Guide Dog and Service Dog Act*.
- (e) Upon Landlord's approval as to location and installation, Tenant may install a badge scanner at the entrance door(s) of the Building.

13. SIGNS

No sign(s) or advertising material may be erected or displayed without the prior written consent of the Landlord. The Landlord hereby agrees to continue to permit all existing exterior signage (if any) and any signage which displays the name of the Tenant in or about the Leased Premises.

14. ABUSE OF PLUMBING, WALLS, ETC.

Sinks, toilets and urinals shall not be used for any other purpose other than that for which they were constructed and the cost of repairing any breakage, stoppages or damage resulting from the Tenant's misuse shall be borne by the Tenant. The Tenant shall not, without the prior written approval of the Landlord, nor shall its employees or agents, save as provided in section 10 or 13, mark, drill, or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork.

15. PERSONAL OR CONSEQUENTIAL INJURY

- (a) The Landlord shall not be liable nor responsible in any way for any personal, consequential, direct or indirect injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent, invitee or licensee of the Tenant, or any person who may be upon the Leased Premises or for any loss of or damage or injury to any property of the Tenant or of any of its employees, agents, invitees or licensees or to any other person while such property is on the Leased Premises, and, in particular, but without limiting the generality of the foregoing, the Landlord shall not be liable for any damage of any nature whatsoever to any such property caused by lack of adequate drainage or snow or ice removal, interruptions of any public utility or service, or by leaks of steam, water, rain or snow from any part of the Premises or for any damage caused by anything done or omitted by any Tenant and the Tenant shall not be entitled to any abatement of rent in respect thereto, and the Tenant shall indemnify the Landlord

against all loss, costs, claims or demands in respect thereto.

- (b) This section shall not relieve the Landlord from any responsibility or liability for injury or damage aforesaid which is caused by the negligence of the Landlord, its agents or employees. The Tenant shall be entitled to an abatement of rent in respect of any such condition, failure or interruption of service caused by the negligence of the Landlord, its agents or employees.
- (c) The Tenant covenants with the Landlord that it will take out, and keep in force during the Term, insurance upon all glass and plate glass in the Leased Premises, and standard fire insurance with extended coverage or additional perils supplemental contract, including sprinkler leakages (if applicable) on the stock-in-trade, furniture, fixtures, improvements and all other contents of the Leased Premises to the full insurable value thereof, and public liability in an amount of not less than \$2,000,000.00, with insurers acceptable to the Landlord. Each such policy shall name the Landlord as an additional insured as its interest may appear. The cost or premium for each and every such policy shall be paid by the Tenant. The Tenant shall obtain from the insurers under such policies, undertakings to notify the Landlord in writing, at least ten days prior to any cancellation thereof. The Tenant agrees to provide the Landlord with written evidence of the existence of insurance policies described herein upon the demand of the Landlord.

16. INDEMNITY BY TENANT

The Tenant will indemnify the Landlord against all fines, suits claims, demands and actions of any kind or nature for which the Landlord becomes liable by reason directly or indirectly of any breach, violations or non-performance by the Tenant of any covenant, term or provision hereof, or by reason of any injury occasioned to or suffered by any person or persons, or any property by reason of any act, neglect or default on the part of the Tenant or any of the Tenant's employees or by reason of any other matter or thing of any nature whatsoever during the occupation by the Tenant of the Leased Premises, unless such injury shall be caused by the negligence of the Landlord, its agents or employees.

17. ACCESS FOR RE-LETTING

The Landlord may during the sixty (60) days immediately preceding the expiry or termination of the term hereby granted or any renewal thereof, and upon providing not less than 2 days' prior notice, enter and show the Leased Premises at all reasonable hours for the purpose of offering the same for lease.

18. INSURANCE NOT TO BE AFFECTED

The Tenant will not use or allow the Leased Premises to be used, for any purpose by which insurance rates on the Building, including the Leased Premises, shall be materially increased or adversely affected or impaired.

19. QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment.

20. LANDLORD TO MAINTAIN

The Landlord covenants with the Tenant to repair and maintain the roof, exterior walls, supporting structure of the Building and generally to keep, repair and maintain the Building at all times to an excellent standard of maintenance.

21. WARRANTIES AND CONDITIONS

The entire agreement between the parties hereto is set forth herein and the Tenant acknowledges that it has examined the Leased Premises and that no representations, warranties or conditions have been made other than those expressed or implied herein, and that no agreement collateral hereto shall be binding upon the Landlord unless it be made in writing and signed by the Landlord.

22. NOTICES

Any notice hereunder by the Tenant shall be in writing and sufficiently given if delivered by registered mail or email to Landlord at:

STRATHCONA REGIONAL DISTRICT

#101 - 990 Cedar Street
Campbell River, British Columbia
V9W 7Z8

Attention:
Tom Yates, Corporate Services Manager
Tyates@srd.ca

or such other place as the Landlord may designate in writing from time to time, and any notice herein provided or permitted to be given by the Landlord to the Tenant shall be in writing and sufficiently given if delivered by registered mailed or email to the Tenant at:

CITY WEST CABLE & TELEPHONE CORP.

248 3rd Avenue West
Prince Rupert, British Columbia
V8J1L1

Attention:
Brandi Lam, CFO
Brandi.lam@cwct.ca
With a copy to legal@cwct.ca

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered, or the next business day following the day on

which such notice is delivered, as the case may be. Notice shall be deemed to include any requests, statements or other communications referred to in this lease.

23. NON-PAYMENT OF RENT, BANKRUPTCY, ETC.

(a) If:

- (i) the rents hereby reserved or any part thereof are not, even without formal demand being made therefor, duly paid on the day appointed for payment thereof;
- (ii) there is default or breach or non-performance of any of the material covenants or material agreements herein on the part of the Tenant;
- (iii) the Leased Premises are vacant or unoccupied for thirty (30) consecutive days;
- (iv) the term hereof is seized or taken in execution or attachment; or
- (v) the Tenant makes an assignment for the benefit of creditors or becomes bankrupt or insolvent and takes the benefit of any statute that may be in force for bankrupt or insolvent debtors:

then the current rent together with three (3) months' additional rent (or if there is less than 3 months remaining in the term or any renewal term, then rent for the balance of such term or renewal term, shall immediately become due and payable and the said term or renewal term shall, at the option of the Landlord, be immediately terminated and the Landlord may at any time thereafter, without due process of law, enter upon the Leased Premises or any part thereof, in the name of the whole, and again have, repossess and enjoy the Leased Premises as of the Landlord's former estate therein, and in that event, the Landlord may require the Tenant or any person or persons occupying the Leased Premises to vacate and allow the Landlord to regain possession without prejudice to any remedies available to the Landlord hereunder.

- (b) Notwithstanding any notice or suit, the Landlord may receive and collect any rent due and the payment of said rent shall not waive or affect any such notice or suit.
- (c) The Tenant shall pay to the Landlord all expenses incurred by the Landlord relating to its recovery of possession or rent and relating to all loss, costs, claims or demands which result from any breach of this Lease by the Tenant, which expenses shall include legal costs, as between a solicitor and his own client.
- (d) The Tenant shall pay interest on all overdue rent or other charges payable hereunder at the rate of 12% per annum, but, however, if the Tenant fails to pay the percentage of Municipal Taxes pursuant to subsection 8(a) hereof when demanded by the Landlord, and as a result a penalty becomes payable by the Landlord, the Tenant shall pay as additional rent a sum equal to 100% of the said

penalty.

24. DESTRUCTION BY FIRE

If the Leased Premises are destroyed by fire, lightning, tempest, riots, floods, explosions, vibrations, acts of terrorism, or war, or are partially destroyed by any such cause, then the Landlord may rebuild or make the Leased Premises fit for the purpose of the Tenant's business, in which case the rent hereby reserved or a proportionate part thereof, according to the nature and extent of the destruction, shall abate and all or any remedies for recovery of the said rent or such proportionate part thereof, shall be suspended until the Leased Premises shall have been rebuilt or made fit for the purposes of the Tenant. Instead of rebuilding, the Landlord may, within sixty (60) days after such destruction, forthwith terminate this Lease on notice in writing to the Tenant and the Landlord may thereupon recover the rent due and accruing due up to the time the Leased Premises so became unfit.

25. EXEMPTION REGARDING DISTRESS

To the extent permitted by law, the Tenant hereby waives and renounces all claims to the benefit of any statutory provisions now or hereafter in force in favour of the Tenant, granting exemption from distress, and agrees that, notwithstanding any such provision, all the Tenant's goods and chattels situated in the Leased Premises may be seized and sold, or such part thereof as may be necessary for payments of rent hereby reserved, including accelerated rent, if any, or for taxes and costs, as would in the absence of such statute, be subject to distress.

26. OVERHOLDING

If the Tenant continues to occupy the Leased Premises with the consent of the Landlord after the expiration of this Lease, without any further written agreement, the Tenant shall be a monthly tenant, at a monthly rental equal to the monthly rental amount, under this lease or the last renewal thereof, whichever shall be greater, plus five (5%) percent and otherwise on the terms and conditions set out herein.

27. REPAIRS BY LANDLORD

When necessary by reason of accident or other cause or in order to make any repairs or alterations or improvements in or relating to the Leased Premises or to other portions of the Building, the Landlord shall be entitled to cause such reasonable and temporary obstruction of the Building, including the Leased Premises as may be reasonably necessary and to interrupt or suspend supply to the Leased Premises of gas, electricity, water and other services, where necessary, and until said repairs, alterations or improvements have been completed. There shall be no abatement in rent because of any such obstruction, interruption or suspension PROVIDED THAT such repairs, alterations or improvements are made as expeditiously as is reasonably possible. Nothing in this section shall be construed so as to impose upon the Landlord any duty to repair, unless the same is specifically set forth elsewhere in this Lease.

28. ASSIGNMENT BY LANDLORD

In the event of assignment by the Landlord of this Lease and to the extent that the assignee of the Landlord has assumed the covenants and obligations of the Landlord, the Landlord shall, without further agreement, be entitled to be released, freed and relieved from all liability under such covenants and obligations and the Tenant shall accordingly execute all such necessary releases. The Tenant shall from time to time, at the request of the Landlord, certify or acknowledge to any mortgagee or assignee, or proposed mortgagee or assignee, as to the status and validity of this Lease and the state of accounts between the Landlord and the Tenant.

29. NO AGENCY OR PARTNERSHIP CREATED

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

30. LANDLORD'S RIGHT TO PERFORM

If the Tenant fails to perform any of the covenants or obligations of or imposed upon the Tenant by the provisions of this Lease and fails to remedy such default within ten (10) days of receipt of notice from the Landlord, or if such default is not capable of being remedied within ten (10) days, and the Tenant fail to commence to remedy the default within such ten (10) day period, the Landlord may from time to time without detracting from any other right conferred by this Lease, perform or cause to be performed, any of such covenants or obligations, or any part thereof and for such purpose may do such things as may be requisite, including, without limiting the generality of the foregoing, entering upon the Leased Premises and doing such things upon, or in respect of the Leased Premises or any part thereof as the Landlord may consider requisite, necessary or advisable. All expenses incurred and expenditures made by or on behalf of the Landlord under this section, shall be forthwith paid by the Tenant, and if the Tenant fails to pay the same, the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears.

31. LEASE POSTPONED TO MORTGAGES

This Lease is subject to all mortgage or deeds of trust which now or at any time hereafter affect the Building in whole or part and whether or not any such mortgages or deeds of trust are blanket mortgages or deeds of trust affecting other premises as well. This Lease shall also be subject to all supplemental deeds of trust, renewals, modifications, consolidations, replacements and extensions of any of such mortgage or deed of trust. In confirmation of such subordination, the Tenant shall, upon request by the Landlord, promptly execute any instruments, certificates or instruments of postponement which may from time to time be required to give effect thereto in which the Tenant will agree with the

Mortgagee that if the Mortgagee becomes a Mortgagee in possession or takes action to realize its security, the Tenant will attorn to the Mortgagee as a tenant upon all terms of this Lease and the Landlord shall, at the request of the Tenant, obtain from the holder of every mortgage having priority to this Lease, an agreement satisfactory to the Tenant (acting reasonably) whereby any such holder shall agree with the Tenant that, notwithstanding any default under such mortgage by the mortgagor or any foreclosure of the interest of the mortgagor or the enforcement by the holder of -any rights or remedies under such mortgage , this Lease shall continue-in- full force and effect and the Tenant shall be permitted to remain in quiet possession of the Leased Premises throughout the term of this Lease and any renewal thereof so long as the Tenant is not in default (beyond any period given to cure such default) in the performance or observance of any of the covenants. terms, conditions, provisos and agreements contained herein on its part to be performed or observed.

32. PROPERTY LAW ACT NOT TO APPLY

The parties hereto agree that the *Property Law Act*, R.S.B.C. 1979, Chapter 340, shall have no application to this Lease, insofar as it requires the Landlord to deliver this Lease in registerable form under the *Land Title Act*.

33. EXPROPRIATION

If the whole or any part of the Leased Premises shall be taken by any public authority by expropriation or under the power of eminent domain, the term hereby granted shall thereupon cease insofar as such expropriation or power covers the Leased Premises so taken, from the day possession shall be taken and the Tenant shall be liable only for rent in respect of the Lease Premises so taken up, to the day of the taking thereof, and if less than the whole be so taken, the Landlord may, at its option, cancel and terminate this Lease with respect to the remainder of the Leased Premises, but notice of such cancellation must be given to the Tenant with thirty (30) days after notice of such taking has been received by the Landlord, but if the Landlord shall not elect to cancel this Lease, the Tenant shall remain in possession of the remainder of the Leased Premises and the rent thereof shall be reduced proportionately, according to the remaining floor space. All compensation or damages awarded in respect of such taking of the Leased Premises and any diminution in value of the remainder thereof, shall be the property of the Landlord.

34. INTERPRETATION

Words importing the singular number only shall include the plural and words importing persons shall include firms and corporations. Unless the context otherwise requires, the words "Landlord" and "Tenant" shall be construed to include their respective successors and permitted assigns, and if any of the Landlord or the Tenant is not a corporation, shall include heirs, executors and administrators. The capitalized sub-headings are for reference only and shall not affect the interpretation thereof. If any section or parts of a section shall be held by a competent Court to be invalid or unenforceable, such section or sections shall to such extent be severed.

35. ELECTRONIC PRE-AUTHORIZED PAYMENTS

The Tenant shall arrange to make all payments due the Landlord under the terms of this Lease, or any renewal thereof, by way of a preauthorized electronic debiting of a bank account designated by the Tenant for the electronic crediting to a bank account designated by the Landlord.

36. RIGHT OF FIRST REFUSAL

Notwithstanding anything herein contained, the Landlord agrees that at any time during the term of this lease or any renewal thereof, it will forthwith notify the Tenant in writing if any additional leasehold premises forming part of second floor of the Building becomes available for rent. The Tenant shall have a period of ten (10) days from the receipt of such written notice within which to notify the Landlord in writing of its intention to take such additional leasehold premises and if the Tenant so notifies the Landlord, then the Landlord shall prepare a Lease for such additional leasehold premises at a rental amount mutually agreed to between the Landlord and Tenant herein, for a term to run concurrent with the term herein, or any renewal term thereto, granted and upon the same terms and conditions as are contained herein, except for the rental rate. If the parties fail to agree on the rental amount for the additional leasehold premises within ten (10) days of the Landlord receiving the Tenant's notice herein, such matter shall be referred to arbitration as provided for herein.

37. OPTION TO RENEW

The Tenant, not being in default hereof, shall be entitled to a renewal hereof for a further term of five (5) years on the same terms and conditions as are contained in this lease, except this section for renewal and the rental hereinbefore provided but the rent payable under such renewal shall be at a rate equal to 110% of the rate during the Term of this Agreement, as set to section 4 above. In the event that the Tenant shall exercise this right of renewal, it shall be a condition precedent to the exercise of such right that the Tenant deliver to the Landlord a notice in writing no later than ninety (90) days prior to the expiration of the term hereof indicating its intention so to renew.

38. AREA DETERMINATION

The rentable area of any premises, including the Leased Premises or the Building, will be determined by an architect or surveyor of the Landlord, from time to time and at the expense of the Landlord, appointed for such purposes, and such determination shall be conclusive.

[Remainder of page left intentionally blank; Signature Page follows]

IN WITNESS the parties have signed and sealed this Lease on the 1st day of November, 2024

STRATHCONA REGIONAL DISTRICT by its authorized signatories:)
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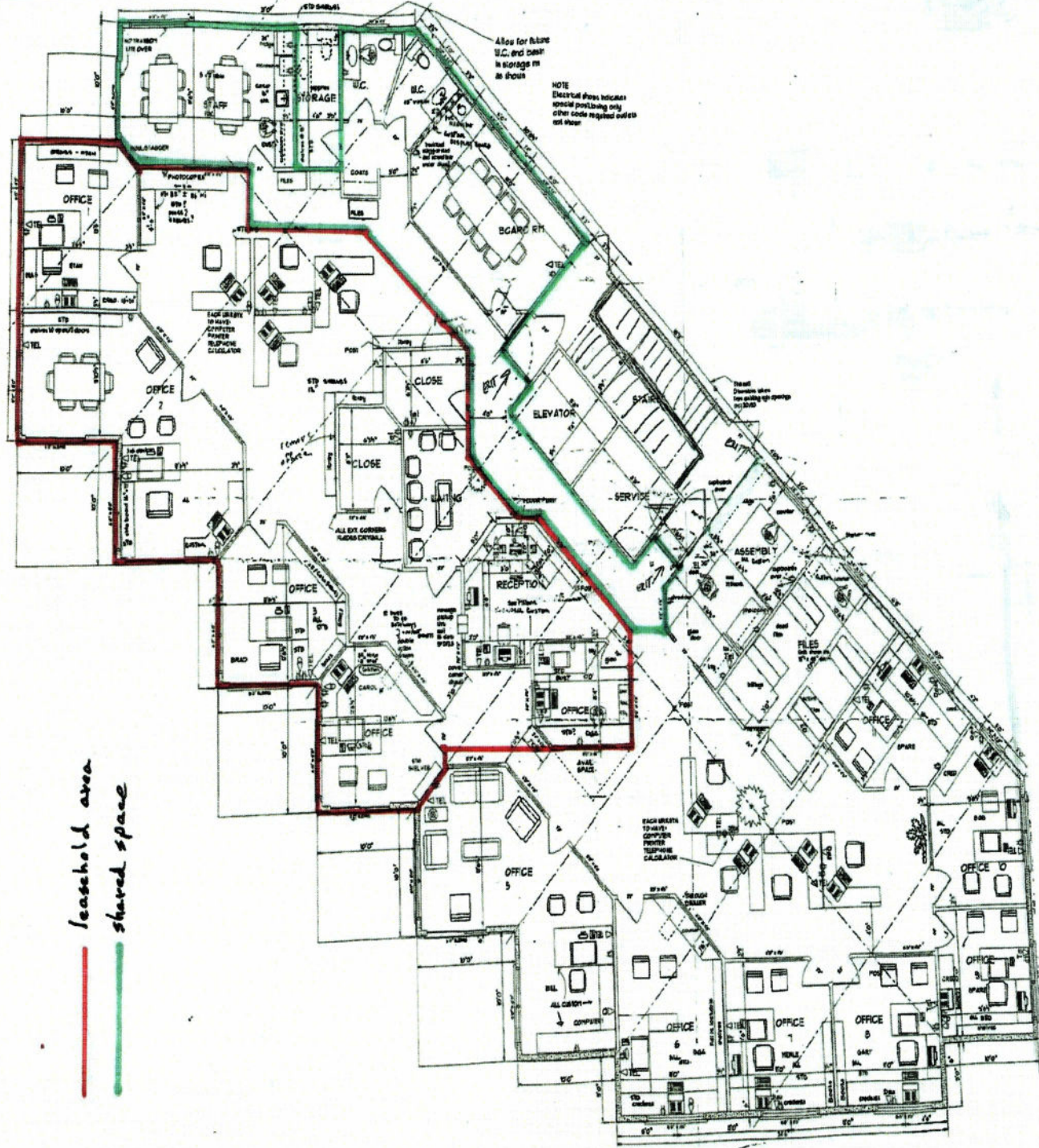
Chair)
)
)
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Corporate Officer)
)

CITY WEST CABLE & TELEPHONE CORP. by its authorized signatories:)
)
)
Stefan Woloszyn)
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Chief Executive Officer)
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EXHIBIT "A"
Leased Premises Floor Plan



— leasehold area
— shared space