

## LEASE RENEWAL AGREEMENT

Made Effective on:  
**December 1, 2021**

BETWEEN:

### **TOWN OF CANMORE**

A municipal corporation in the province of Alberta,  
(hereinafter called the "Landlord")

AND

### **ALPINE HELICOPTERS INC.**

a corporation organized and existing under the laws of Canada,  
(hereinafter called the "Tenant")

(each a "Party", collectively the "Parties")

**WHEREAS** the Parties entered into a lease agreement pertaining to the Leased Premises dated as of December 1, 2011 (the "2011 Lease"); and

WHEREAS the term of the 2011 Lease expires on November 30<sup>th</sup>, 2021 subject to any renewal as provided therein;

**IN CONSIDERATION** of the rents, covenants and agreements hereinafter reserved and contained, the following constitutes a renewal of the lease between the Parties of the Leased Premises hereinafter described, on the terms and with and subject to the covenants and agreements of the Parties hereunder set out.

## **ARTICLE 1 - CERTAIN BASIC LEASE PROVISIONS**

### 101. CERTAIN BASIC LEASE PROVISIONS

The following are certain basic lease provisions which are a part of, and are referred to in subsequent provisions of this Lease Renewal Agreement (the "Agreement" or the "Lease"):

- a) Tenant's name: Alpine Helicopters Inc.
- b) Tenant's local address: 91 Bow Valley Trail, Canmore, AB T1W 1N8.
- c) Tenant's Head Office: 1295 Industrial Place, Kelowna, BC V1Z 1G4
- d) Gross Leasable Area of Leased Premises: Approximately 46,791 square feet.
- e) Renewal Term: Ten (10) years commencing December 1, 2021 to November 30, 2031 unless further renewed subject to Articles 402, 403 and 803 of this Agreement.
- f) Permitted Use of Leased Premises: Heliport Operations as set out in Schedule "C" of this Agreement, Heliport administrative office, and related storage spaces.
- g) Rent Payment: Base rent payment for the first year of this Agreement is \$115,000.00, or 12 equal payments of \$9,583.33 per month, plus all applicable provincial and federal goods and services tax (GST). Rent will be adjusted annually subject to Article 5 of this Agreement.

## ARTICLE 2 – SCHEDULES AND DEFINITIONS

### 201. SCHEDULES

The following schedules are annexed to and form part of this Lease as if set forth herein:

- a) Schedule "A" - Leased Premises Plan;
- b) Schedule "B" - Leasehold Improvement Inventory; and
- c) Schedule "C" - Conduct of a Helicopter Business.

### 202. DEFINITIONS

- a) "Conduct of a Helicopter Business" means the standard operating parameters of the Tenant's operation as further set out in Schedule "C".
- b) "Hazardous Substances" means any substance, class of substance or mixture of substance, or such quantity of any otherwise non-hazardous substance or substances, which are or may be hazardous to persons or property and includes, without limiting the generality of the foregoing:
  - i. Radioactive materials;
  - ii. Inflammables;
  - iii. Explosives;
  - iv. Any substance that, if added to any water, would degrade or alter or form any part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or animal, fish or plant.
  - v. Any solid, liquid, gas, or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
    - i. Endangers the health, safety, welfare of persons or the health of animal life,
    - ii. Interferes with normal enjoyment of life or property, or
    - iii. Causes damage to plant life or property;
  - vi. Toxic substances including without restriction, urea formaldehyde foam insulation, asbestos, and poly chlorinated biphenyls, all chemical and substances known or suspected to cause cancer or reproductive toxicity;
  - vii. Substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Leased Premises; and
  - viii. Any medical waste or hazardous biological material.
- c) "Landlord" includes the Landlord, its successors, assigns and authorized representatives;
- d) "Landlord's Architect" means that architect or engineer from time to time appointed by the Landlord;
- e) "Lease" means this lease as from time to time amended in writing and agreed to by all Parties hereto;
- f) "Leased Premises" means those lands leased to the Tenant as referred to in Schedule "A";
- g) "Leasehold Improvements" refers to the physical alterations and additions made to the Leased Premises by the Tenant as further set out in Schedule "B" of this Agreement;
- h) "Rent" includes the base rent referenced in section 101(g), as adjusted hereunder, plus any further amounts due or payable by the Tenant to the Landlord under this Lease.
- i) "Stipulated Rate of Interest" means that the rate of interest provided in Town Bylaw 23-99, as amended from time to time; and
- j) "Tenant" includes the Tenant, its successors and assigns and those in law for whom it is responsible.

### **ARTICLE 3 - DEMISE**

#### 301. DEMISE

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Leased Premises for the Renewal Term and upon and subject to the covenants, conditions and agreements herein expressed further.

### **ARTICLE 4 - RENEWAL TERM, TERMINATION, & RENEWAL**

#### 401. RENEWAL TERM

The Tenant shall have and hold the Leased Premises for and during the Renewal Term.

#### 402. EXPIRATION OR TERMINATION

- a) Should the Landlord wish to terminate this Agreement for convenience, and prior to the expiration of the Renewal Term, then the Landlord shall provide the Tenant with no less than twenty-four (24) months written notice of such intent. Should the Tenant wish to terminate this Agreement earlier than the expiration of the Renewal Term, for a reason other than default of this Agreement by the Landlord, then it shall provide the Landlord with twenty-four (24) months written notice of such intent. In the event of early termination by the Tenant or Landlord, or expiration of the Lease, the Landlord shall have the first right of refusal to determine if the following leasehold improvements should be forfeited to the Landlord without compensation to the Tenant: (i) Hanger Building (i.e. concrete block building); (ii) Administration Building (i.e. log building); and (iii) underground aviation fuel storage tank (collectively, the "Affixed Improvements"). For clarity, "Affixed Improvements" shall also include any additional affixed structures that the Tenant constructs on the Leased Premises now or in the future. Should the Landlord not wish to retain the Affixed Improvements, it shall notify the Tenant of its determination and the Tenant shall remove the Affixed Improvements at its own expense in an expedient and proper manner. Any damage done to the Leased Premises as a result of removing the Affixed Improvements and gas tank shall be remediated by the Tenant at its sole cost and expense to a reasonable standard determined by the Landlord. Also for clarity, the aboveground aviation fuel tank on skids is not considered to be an Affixed Improvement and is considered the property of the Tenant.
- b) At the scheduled expiration of the Renewal Term of this Agreement, the Tenant may, at their expense remove any and all Leasehold Improvements (excluding the Affixed Improvements, as such removal is governed by Section 402(a)), provided said removal is completed within thirty (30) days following the expiration of the Renewal Term. Any Leasehold Improvements not removed within this time period shall be left by the Tenant in a state of good repair and shall be forfeited to the Landlord, without compensation to the Tenant. Should the Landlord not wish to retain the Leasehold Improvements, it shall notify the Tenant of its desire and the Tenant shall remove all Improvements at their own expense in an expedient and proper manner, and shall leave the Leased Premises in accordance with Article 803 herein.

#### 403. RENEWAL

Either the Landlord or the Tenant may request an extension of the Renewal Term for a mutually agreeable period to the Parties (acting reasonably), by providing the opposing Party at least

twenty four (24) months advance written request prior to the end of the Renewal Term. The Landlord shall have sole and exclusive discretion to determine if such renewal and/or further agreements pertaining to the Leased Premises shall be approved. Without limiting the Landlord's general discretion over any renewals, Article 803 of this Lease shall apply as a condition of the renewal or further agreement.

## **ARTICLE 5 - RENT AND OVERHOLDING**

### **501. RENT**

The Tenant shall pay to the Landlord the Rent, without any deductions, abatement, set-off or diminution whatsoever, in equal consecutive monthly installments, in advance, punctually on the first day of each month throughout the Renewal Term.

The Rent Payment as set out in Article 101g) shall be increased annually by the Consumer Price Index ("CPI") for the general basket of goods for the City of Calgary averaged over the previous fiscal year (i.e.: 2022 increase would be based on 2021 CPI). In the event the CPI is a negative number for a lease year during the Renewal Term, there shall be no increase to the Base Rent for the subject lease year and the Rent shall remain at the same amount as the immediately preceding lease year. The adjustment will apply effective April 1 of each year and be in place through March 31 of the following year, upon which CPI will again be used to adjust the Rent Payment. The Landlord will determine the appropriate calculation annually and forward it in writing to the Tenant on or before March 1 of each year.

If the Landlord does not provide the Rent Payment amount as adjusted prior to March 1, the increase will be effective the month following the first complete month after the Rent Payment amount as adjusted is provided.

### **502. ACCRUAL OF RENT**

Rent shall be considered as accruing from day to day hereunder and where it is necessary to calculate such Rent for an irregular period of less than one year or less than one calendar month, an appropriate apportionment and adjustment shall be made. Where the calculation of Rent cannot be made until after the termination of this Lease, the obligation of the Tenant to pay this Rent shall survive the termination hereof and such amount shall be payable by the Tenant upon demand of the Landlord.

### **503. PLACE OF RENT PAYMENT**

The Tenant shall make payment of Rent by:

- a) cheque made payable to the Landlord at 902 7 Ave, Canmore, AB T1W 3K1, or as otherwise directed by written notice from the Landlord to the Tenant together with a statement detailing: (A) all leases (if the cheque addresses more than just the Lease) covered by the cheque, (B) the Landlord's file number reference (if known by the Tenant), (C) the allocation of the cheque amount to each lease (if the cheque addresses more than just the Lease), and (D) the lease period covered by the payment (collectively, the "Payment Statement"); or
- b) direct deposit in accordance with account details provided by notice in writing from the Landlord to the Tenant with an email to the Landlord at [payment@canmore.ca](mailto:payment@canmore.ca) containing a remittance statement outlining the details of the direct deposit payment and similar information as may be addressed in a Payment Statement.

#### 504. OVERHOLDING

If the Tenant continues to occupy the Leased Premises after the expiration of this Lease without the Landlord's consent, or with the Landlord's consent but without any further written agreement, then there shall be no implied renewal or extension of the Lease. The Tenant shall be a monthly tenant (a "month-to-month" tenant) on and subject to the provisions and conditions set out herein, at an amount equal to 150% of the Rent payable during the last full calendar month of the Renewal Term.

Nothing in this Article 504 shall preclude the Landlord from exercising any rights and remedies available to the Landlord upon termination of the Lease, including, without limitation taking action to recover possession of the Leased Premises. The Tenant shall promptly indemnify and hold harmless the Landlord from and against all liabilities, damages, costs, claims, suits or actions against the Landlord as a result of the Tenant remaining in possession of the Leased Premises or any part thereof after the termination of this Lease.

### **ARTICLE 6 - UTILITIES AND EXPENSES**

#### 601. CARETAKING

All cleaning and caretaking of the Leased Premises shall be carried out by the Tenant at its expense.

#### 602. ELECTRICITY, UTILITIES AND OTHER SERVICES

The Tenant shall promptly pay the cost of all utilities, including (without limitation) natural gas, electricity, and water, consumed within the Leased Premises as well as waste water, and solid waste produced. The Tenant shall pay the suppliers directly and on time.

### **ARTICLE 7 - USE AND OCCUPANCY OF LEASE PREMISES**

#### 701. USE OF LEASED PREMISES

The Leased Premises shall be used continuously during the Renewal Term for the purposes related to the operation of a heliport, and for no other use. The Tenant will not engage in other trades or businesses, nor permit others to do so on the Leased Premises without the prior written consent of the Landlord.

#### 702. NUISANCE

The Tenant shall not carry on any business nor do or suffer any act or thing which in the opinion of the Landlord constitutes a nuisance or would result in a nuisance, or which would be offensive or an annoyance to the Landlord or property owners or residents surrounding the Leased Premises, nor do or suffer any waste or damage, disfiguration or injury to the Leased Premises. In this regard, and without limiting the generality of the foregoing, the Tenant shall endeavor at all times to avoid annoyance or inconvenience to the residents in the vicinity of the Leased Premises by reason of unusual noise or activities likely to interfere with the quiet enjoyment of the premises by the surrounding residents. The Conduct of a Helicopter Business in accordance with all applicable statutes, regulations, and safety regulations, and as further set out in Schedule "C" of this agreement shall not constitute a nuisance or otherwise be prohibited by this provision. In the event that a complaint is received by the Landlord from a resident living in the vicinity of the Leased Premises relating to any of the matters referred to above, the Landlord shall make an inquiry into the circumstances surrounding the complaint. If in the Landlord's reasonable opinion

the complaint has not been dealt with and settled by the Tenant in a satisfactory manner, the Landlord may take directions, as appropriate, in order to settle the complaint in question, including referring the complaint to the Canmore Heliport Monitoring Committee for review and evaluation of potential changes, if any to the definition of Conduct of a Helicopter Business as set out in Schedule C of this Lease.

#### 703. COMPLIANCE WITH THE LAW

The Tenant and the Landlord shall promptly comply with and conform to the requirements of every applicable statute, law, bylaw, regulation, ordinance and order at any time or from time to time in force during the Renewal Term affecting the Leased Premises.

#### 704. IMPROVEMENTS, ALTERATIONS AND FIXTURES

The Tenant will not, without the prior written consent of the Landlord, erect or construct any fixed structure or extension to the Leasehold Improvements on the Leased Premises. The Landlord consent shall not be unreasonably withheld. The Tenant shall, at the time of its application for the Landlord consent, inform the Landlord and furnish plans and specifications of the necessary work for said construction or extension. In the event any alteration, addition, improvement, or installation has been made without the written consent of the Landlord, the Landlord may require the Tenant to restore the Leased Premises to such an extent as the Landlord deems expedient.

#### 705. INSURANCE

- a) The Tenant shall throughout the Renewal Term and during any other time the Tenant occupies the Leased Premises or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
  - i. "All risks" insurance upon property of every kind and description owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the Tenant and which is located within the Leased Premises, in an amount not less than the full replacement cost thereof. If there is a dispute as to the amount which comprises full replacement cost, the decision of the Landlord shall be conclusive. This policy shall also contain flood, seepage and sewer back-up coverage;
  - ii. Comprehensive general liability insurance with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence;
  - iii. Manned Aircraft (fixed and/or rotary wing) liability insurance with respect to owned or non-owned aircraft, with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, death and damage to property including loss of use thereof with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Landlord;
  - iv. Environmental Impairment Liability Insurance to insure against all reasonable environmental risks, including but not limited to cleanup costs, fines, and penalties, as it pertains to the Tenant's use and occupancy of the Leased Premises with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and
  - v. The Tenant shall provide, maintain and pay for any additional insurance required to be provided by law, or which the Tenant considers necessary to cover risks not otherwise covered by insurance specified in this Agreement.

- b) Each insurance policy referred to in 705 a) shall name the Landlord and any person, firm or corporation designated by the Landlord as additional named insured as their interest may appear and such policies will contain where appropriate:
  - i. A waiver of any subrogation right which the Tenant insurers may have against the Landlord;
  - ii. A severability of interest clause or a cross liability clause; and
  - iii. A clause stating that the Tenant's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Landlord.

All policies shall be taken out with insurers and shall be in a form acceptable to the Landlord acting reasonably. The Tenant agrees that certificates of insurance acceptable to the Landlord will be delivered to the Landlord annually as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers or brokers to notify the Landlord in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

- c) The acquisition and maintenance by the Tenant of the insurance policies as required pursuant to Article 705 a) shall in no manner whatsoever limit or restrict the liability of the Tenant under this lease. The Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liabilities and expenses including lawyer's and other professional fees, in connection with loss of life, personal injury, damage to property, and /or any other loss or injury whatsoever arising from or out of the occupancy or use by the Tenant of the Leased Premised occasioned wholly or in part by any act or omission of the Tenant, its officer, agents contractors, employees, lessees, licensees, concessionaires or by anyone permitted by the Tenant to be in the Leased Premises. This Article 705 d) shall survive the termination of the Lease. In the event that both the Tenant and Landlord have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance to the settlement of the claim of the Tenant. The Tenant shall not be required to indemnify the Landlord for any damages or expenses including lawyer's and other professional fees, in connection with loss of life, personal injury, damage to property, and/or any other loss or injury arising out of the gross negligence or willful misconduct of the Landlord, its officers or employees.

#### 706. HAZARDOUS SUBSTANCES

The Tenant represents, covenants and warrants to and in favour of the Landlord that:

- a) It shall not allow any Hazardous Substance to be placed, held or located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord which consent may be arbitrarily or unreasonably withheld. Notwithstanding the foregoing, the Landlord hereby consents to the Tenant storing such Hazardous Substances on the Leased Premises which may be reasonably necessary for the Conduct of a Helicopter Business.
- b) It shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances.
- c) To the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the terms hereof, the Tenant shall:

- i. Comply with, or cause to be complied with, all applicable statutes, laws, by-laws, regulations, ordinances, and orders or at any time in force relating to the use, transport, storage and disposal of the Hazardous Substances; and
  - ii. At the request of the Landlord, provide evidence to the Landlord of compliance with all applicable statutes, laws, by-laws, regulations, ordinances, and orders, such evidence to include permits, approvals, registrations, compliance records, inspection reports and such tests as the Landlord may reasonably require all at the expense of the Tenant.
- d) Without restricting the generality of the foregoing, in the event that aviation fuel tanks or other storage tanks form a part of the Leased Premises or are placed in, under or upon the Leased Premised, the Tenant shall:
  - i. Ensure that they have the appropriate Environmental Impairment Liability Insurance, as identified in Article 705.
  - ii. Maintain and repair such storage tanks in a manner satisfactory to the Landlord and according to Provincial statutes and regulations for maintaining and repairing same;
  - iii. Takes all reasonable steps required to ensure that the Hazardous Substances do not cause harm to the Leased Premises;
  - iv. Immediately clean up any spillage that occurs on or about the Leased Premises to in compliance with applicable laws, to the satisfaction of the Landlord acting reasonably.
  - v. Provide and maintain a hard surface, such as concrete, in the helicopter refueling area to contain spills to the satisfaction of the Landlord, acting reasonably.
  - vi. Provide to the Landlord proof that the tanks are registered with and approved annually by the Alberta Safety Codes Authority, a Division of the Safety Codes Council, and copies of the report must be provided at the Landlord's request.
  - vii. At the request of the Landlord, assign any warranties or guarantees received from the manufacturer or installer or such storage tanks in favour of the Landlord as additional security; and
  - viii. Permit the Landlord, its employees and agents, to enter the Leased Premises at all reasonable times for the purpose of determining compliance by the Tenant with the obligations under this Article 706. If the Tenant is in any way failing to comply with any obligation under this Article 706, the Landlord and its agents may, but are not obliged to, enter the Leased Premises and rectify such failure and the Landlord shall be entitled to recover the cost from the Tenant as Rent, upon invoice.

#### 707. INDEMNITY

The Tenant hereby indemnifies and saves harmless the Landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever (including but not limited to nuisance, noise, and pollution resulting from the Conduct of a Helicopter Business), including without limitation:

- a) The costs of defending, counter claiming or claiming against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
- b) Any cost, liability of damage arising out of a settlement of any action entered into by the Landlord with or without consent of the Tenant; and
- c) The cost of repair, clean up or restoration paid by the Landlord and any fines levied against the Tenant or the Landlord; which at any time may be incurred or asserted against



the Landlord, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the Leased Premises either onto any lands, into the atmosphere or into any water. This indemnification shall survive the expiration of the Renewal Term of the Lease and the termination of the Lease for whatever cause..

## **ARTICLE 8 - REPAIRS**

### **801. TENANT REPAIRS**

The Tenant covenants to maintain, repair and keep tidy to a first class condition the Leased Premises and all Leasehold Improvements including without limiting the generality of the foregoing, repairing damage caused by trespassers, and attending to all structural repairs as determined by the Landlord. The Tenant shall take all preventative measures and obey all instructions of the Landlord relative thereto and shall not permit waste. The Tenant shall make all repairs and maintenance with all due diligence.

### **802. MAINTENANCE BY TENANT**

The Tenant covenants that the Landlord may enter the Leased Premised upon twenty-four (24) hours written notice to determine the condition of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than sixty (60) days' notice to the Tenant or, in the event of an emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures, or other property or to the Tenant's business. Upon completion thereof the Tenant will pay the Landlord's cost of the repair or maintenance on demand as Rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this Article 802 is not a re-entry. The failure by the Landlord to give direction to repair and maintain shall not relieve the Tenant from its obligation to repair or to maintain.

### **803. CONDITION OF LAND UPON EXPIRATION, TERMINATION, OR RENEWAL**

The Lessee covenants and agrees that upon the expiration, termination or renewal of this Lease, the Tenant shall at its own cost:

- a) Complete a Phase 1, Phase 2, and/or Phase 3 environmental assessment of the Leased Premises, at the sole discretion and direction of the Landlord;
- b) Remediate the Leased Premises in accordance with the results of the Phase 1, Phase 2, and/or Phase 3 environmental assessments obtained in accordance with Article 803(a), and at the sole discretion and direction of the Landlord;
- c) Leave the Leased Premises in a good state of maintenance and repair, normal wear and tear expected;
- d) Clean up any Hazardous Substance in, on or under the Leased Premises or that has migrated from the Leased Premises resulting from the Tenant's use of the Leased Premises, or the use of the Leased Premises by all those for whom the Tenant may at law be responsible, in accordance with applicable environmental laws and regulations passed by Federal and/or Provincial governments , or in accordance with generally accepted environmental practices if there are no applicable environmental laws and regulations; and
- e) Leave the Leased Premises free from all garbage and debris.

For clarity, the Landlord shall be the final arbiter as to whether or not the Leased Premises have been properly remediated in accordance with the results of any Phase 1, Phase 2, and/or Phase 3 environmental assessments (acting in a commercially reasonable manner).

If the Tenant fails to comply with the provisions of this Article 803, the Landlord may, upon written notice to the Tenant, complete the obligations of the Tenant and charge the costs thereof, including reasonable costs for administration, to the Tenant and such costs shall constitute a debt due and owing to the Landlord and shall be payable upon demand.

#### 804. NOTICE OF ACCIDENT, DEFECT, ETC.

The Tenant shall give to the Landlord prompt notice of any accident to or defect in the Leased Premises or of any damage or injury to the Leased Premises or to any person therein howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided for in this Lease.

#### 805. TOTAL OR PARTIAL DESTRUCTION OF LEASED PREMISES

- a) If the Leased Premises are damaged and are rendered unusable in part, the Landlord shall at its expense cause the damage to be repaired and the Rent shall abate proportionately as to the proportion of the Leased Premises rendered unusable, from the date of the damage until the Landlord's Architect certifies that the Leased Premises have been made wholly useable. If by reason of this damage, the Leased Premises are rendered wholly unusable, the Landlord may:
  - i. Cause the damage to be repaired at its expense in which event the Rent shall abate entirely provided rental insurance is in place from the date of damage until the Landlord's Architect certified that the Leased Premises has been made wholly useable or,
  - ii. Within sixty (60) days after the damage notify the Tenant in writing that it has elected not to repair or reconstruct the Leased Premises, whereupon this Lease will cease as of the date of the damage and the Rent will be adjusted as of that date.

In no event will the Landlord be liable for damage to or the replacement or repair of Leasehold Improvements, fixtures, Tenant fixtures, floor coverings, furniture or equipment owned, leased or in the possession of the Tenant in the Leased Premises or for which the Tenant is required to insure pursuant to Article 705. If the Landlord rebuilds or restores the Leased Premises, it will not be required to reproduce exactly the Leased Premises. In the event the Leased Premises is damaged or destroyed by reason of the willful act, omission to act or negligence of the Tenant or those for whom it is in law responsible, there shall be no abatement of Rent.

- b) After the date upon which the Tenant is notified in writing by the Landlord that the Landlord's work of reconstruction or repair is completed, the Tenant forthwith will complete in accordance with the provisions of Article 8, all additional work required to restore fully the Leased Premises and to enable the Tenant to reopen the Leased Premises for business. The certificate of the Landlord's Architect will find the Parties hereto as to the state of usability of the Leased Premises and as to the date upon which the Landlord's work of reconstruction or repair is completed.

## **ARTICLE 9 - TAXES**

### **901. TENANT'S TAXES**

The Tenant shall pay promptly when due all businesses, sales, machinery, equipment and all other taxes, assessments, charges and rates, as well as any permit or license fees attributable to the Leased Premises or the property, business, sales or income of the Tenant in respect of the Leased Premises.

## **ARTICLE 10 - LICENSES, ASSIGNMENTS AND SUBLETTINGS**

### **1001. LICENSES, ETC.**

The Tenant shall not permit all or any part of the Leased Premises to be used or occupied by any person other than the Tenant, any assignees and sublessees permitted under Article 1002, and the employee and invitees of the Tenant or any such permitted assignee or sublessee, nor shall the Tenant permit any part of the Leased Premises to be used or occupied by a licensee or concessionaire.

### **1002. CONSENT REQUIRED**

The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises or any part thereof, without the prior written consent by the Landlord in each instance, which consent will not be unreasonably withheld. This consent by the Landlord will not constitute a waiver of the necessity for consent to a subsequent assignment, subletting, mortgage, or encumbrance. This prohibition against assigning or subletting will be construed to include a prohibition as against assignment or subletting by operation of law. If this Lease is assigned or if the Leased Premises or a part thereof are sublet or occupied by anybody other than the Tenant without consent, the Landlord may collect rent from the assignee, sublessee or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, sublease, occupancy or collection will be deemed a waiver of the requirements of this Article 1002, nor the acceptance of the sublessee or occupant as Tenant, nor a release of the Tenant from the further performance by the Tenant of its covenants herein contained. Notwithstanding an assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing the terms, covenants and conditions of this Lease and any breach by any assignee/sublessee of any term or condition of this Lease or its respective assignment or lease agreement shall constitute a breach under this Lease and the Tenant shall have all remedies available to it under this Lease. If the Landlord consents to an assignment of this Lease or a subletting of a Leased Premises, the Landlord's standard consent document then in use will be prepared by the Landlord or its solicitors and all the Landlord's costs with respect thereto will be borne by the Tenant.

### **1003. CONDITIONS OF CONSENT**

If the Tenant receives consent under Article 1002, the consent will be conditional upon:

- a) The proposed assignee or sublessee agreeing with the Landlord to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease;
- b) The Rent payable by the assignee or occupant to the Landlord thereafter not being less than the Rent payable by the Tenant immediately prior to the assignment or change of control; and
- c) The proposed assignment or sublease occurring within two (2) months after the receipt by the Landlord of the request by the Tenant for consent.

#### 1004. SHARE TRANSFER

For the purposes of this Article 10, any direct or indirect change in the voting control of the Tenant or other transfer of shares in the Tenant shall constitute as assignment of the Lease requiring the consent of the Landlord.

### **ARTICLE 11 - DEVELOPMENT TITLE**

#### 1101. MECHANICS AND OTHER LIENS

The Tenant covenants not to permit any construction, mechanics or other liens, mortgages, or conditional sales contracts to be registered against title to the Leased Premises. Whenever and so often as any such lien, mortgage or contract shall be registered on title or claim be filed, the Tenant shall within ten (10) days after the Tenant has notice of the claim, lien, mortgage or contract, procure the discharge thereof by payment or by giving security therefor in such other manner as in or may be required or permitted by law. The Landlord shall have the right, but not the obligation to procure the discharge as aforesaid whereupon all sums paid by the Tenant to procure the discharge, as well as all the Landlord's costs including legal fees on a solicitor and client basis, shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing, the Tenant may contest the validity of any such lien, provided the Tenant shall first either obtain an order from a Court of competent jurisdiction discharging the lien or encumbrance from the title to the Leased Premises by payment into Court, or furnish to the Landlord against all loss or damage which the Landlord might suffer or incur thereby, security satisfactory to the Landlord in format and amount.

#### 1102. NO REGISTRATION

The Tenant covenants and agrees with the Landlord that it will not register this Lease in the Land Titles Office. The Landlord shall be at liberty to file a caveat against title to the Leased Premises giving notice of this Lease but shall not attach this Lease to any such caveat filed.

### **ARTICLE 12 - LIABILITIES**

#### 1201. THEFT

The Landlord shall not be liable for the theft of any property at any time in the Leased Premises.

#### 1202. CONDEMNATION AND EXPROPRIATION

If the whole or any part of the Leased Premises shall be taken by, or conveyed to, federal, provincial, country, city or other authority for public use or under any statute or by right of eminent domain, then the Landlord and Tenant may separately claim, receive and retain awards of compensation for loss of their respective interests in accordance with the applicable expropriation legislation, but neither the Landlord nor the Tenant shall have any claim against the other in respect to the said loss or any unexpired term of this Lease. In the event of a taking which reduces the area of the Leased Premises and renders the remainder of the Leased Premises unusable (in the opinion of the Tenant, acting reasonably) for the Tenant's purpose as outlined in Article 701 the Tenant shall have the option to be exercised by notice in writing to the Landlord within thirty (30) days after the taking, to terminate this Lease or accept the smaller premises and the Rent shall be reduced proportionately. In the event of termination, such termination shall not take place until thirty (30) days after receipt of such notice by the Landlord.

### **ARTICLE 13 - TENANTS DEFAULT**

#### 1301. RE-ENTRY

The Landlord shall be entitled to re-enter the Leased Premises on the non-payment of Rent whether or not the Landlord has made a formal demand for the payment thereof, or upon the failure by the Tenant to perform any other term or condition of this Lease required to be performed by the Tenant and such failure continues after the expiration of a period of thirty (30) days from receipt by the Tenant of written notice from the Landlord of such failure to perform.

#### 1302. BANKRUPTCY, ETC.

If during the Renewal Term, any of the goods and chattels of the Tenant on the Leased Premises are seized or taken in execution or attachment by a creditor of the Tenant, or in the event that the Tenant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or is declared bankrupt, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, or should proceedings be taken by or against the Tenant under any legislation to wind up or dissolve the Tenant, or in the event of the non-payment of Rent or in the event of the Tenant selling all or substantially all of its assets then notwithstanding anything herein contained to the contrary the Landlord may, at its option, re-enter and take possession of the Leased Premises as though the Tenant or the servants of the Tenant or any other occupants of the Leased Premises was or were holding over after the expiration of the Renewal Term and the Renewal Term shall be terminated as of the re-entry.

#### 1303. PREMISES VACATED OR IMPROPERLY USED

In the event that the Leased Premises become vacant or are abandoned or are not used for the purpose permitted by Article 701 or if the Leased Premises shall be used by any other person or persons other than the Tenant or any persons permitted by Article 10, or if the Tenant has not paid Rent then the Landlord, in addition to any other remedies which it may have, may at its option terminate this Lease by re-entry or otherwise and the Tenant shall also be liable to the Landlord for any and all further damages occasioned by reason of such abandonment, vacating or improper use of the Leased Premises. The amount payable by the Tenant to the Landlord pursuant to this Article 1303 shall be considered as liquidated damages and not as a penalty.

#### 1304. DISTRESS

The Tenant hereby agrees with the Landlord that none of the goods and chattels of the Tenant at any time during the continuance of the Renewal Term hereby created on the Leased Premises shall be exempt from levy by distress for Rent in arrears by the Tenant. If any claim is made for such exemption, right, benefit or protection by the Tenant under any act, this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the rights of the Landlord; the Tenant waiving as it hereby does, all and every benefit, right and protection that could or might have accrued to the Tenant under and by virtue of any Articles of any Act, or any amendments thereto or replacement thereof.

#### 1305. RENTAL ARREARS

In the event Rent is not paid to the Landlord when it is due and payable as stipulated herein, the Landlord in addition to its other remedies hereunder, shall be entitled to collect interest computed on such arrears at the Stipulated Rate of Interest. Such interest shall be computed from the due date of such Rent up to and including that day immediately preceding the date that the payment is received, and this interest shall be considered as Rent.

#### 1306. LANDLORD'S RIGHT TO PERFORM

In addition to all other remedies the Landlord may have by this Lease at law or in equity, if the Tenant defaults in any of its obligations hereunder, the Landlord may at its option perform any such obligation after fifteen (15) days' written notice to the Tenant and in such event the cost of performing the obligation shall be payable by the Tenant to the Landlord as Rent, together with interest at the Stipulated Rate of Interest calculated from the date of the performance of the obligation by the Landlord forthwith upon demand. On default of this payment, the Landlord shall have the same remedies as on the default of payment of Rent.

#### 1307. ALTERNATIVE REMEDIES

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of the Lease or by statute, at law or in equity and all rights and remedies are intended to be cumulative and not alternative and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity.

#### 1308. WAIVER

The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of Rent by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of the acceptance of the Rent. No covenant, term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Lessor.

#### 1309. COSTS

In the event the Tenant defaults under any term of this Lease, the Tenant shall reimburse the Landlord forthwith for all legal fees and disbursements on a solicitor and his own client basis for all bailiffs fees and disbursements that the Tenant may incur as a result of such default, such fees and disbursements being payable by the Tenant on demand as Rent.

### **ARTICLE 14 - DISPUTE RESOLUTION**

#### 1401. ARBITRATION

In the event of dispute arising between the Landlord and the Tenant with respect to those matters referred to within Articles 402, 403, 702, 802 and 803 of this Lease, either Party may require arbitration of the dispute by giving the opposite Party written notice of such intention to arbitrate. In such event, the dispute shall be determined by arbitration in accordance with the Arbitration Act (Alberta), as amended or replaced from time to time.

### **ARTICLE 15 - GENERAL PROVISIONS**

#### 1501. LEASE ENTIRE AGREEMENT

It is hereby understood and agreed by and between the Parties hereto that the terms and conditions set forth herein, together with the terms and conditions set forth in the rules and regulations and any exhibits, schedules and/or plans annexed hereto embrace all of the terms and conditions of the Lease entered into by the Landlord and Tenant, and supersede and take the place

of any and all previous lease agreements or representations of any kind, written, oral or implied heretofore made by anyone in reference to the Leased Premises or in any way affecting the Leased Premises of which the same forms a part and that the said rules and regulations and any exhibits, schedules and/or plans shall and do form a part of this Lease as fully as if the same were included in the main body hereof, above the execution by the Parties hereto. All of the provisions of this Lease shall be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Lease, and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provisions had never been included.

#### 1502. MODIFICATION TO THE AGREEMENT

No amendment to or waiver of any provision of this Lease or any consent required or permitted hereunder shall be deemed or taken as made or given unless such amendment, waiver or consent is in writing, signed under the corporate seal by an authorized signing officer for the Landlord, and previously approved by the Council for the Landlord.

#### 1503. LAWS OF ALBERTA GOVERN

This Agreement shall be governed in accordance with the laws of the Province of Alberta. Apart from the limited provisions for arbitration in Article 1401 of this Lease, the Parties hereto submit to the courts of the Province of Alberta in respect of all matters arising under or in relation to this Lease.

#### 1504. NOTICES

A notice, demand, request, consent or other instrument required or permitted to be given under this Lease (called "Notice") shall be in writing and shall be given and deemed to have been received as provided in this Section 1504.

To the Landlord as follows:

Attention: Chief Administrative Officer  
Town of Canmore  
902 - 7 Avenue  
Canmore, Alberta T1W 3K1

To the Operator as follows:

Attention: President  
Alpine Helicopters Inc.  
1295 Industrial Road  
Kelowna, British Columbia V1Z 1G4

Any Notice may be provided by email, mailed in Canada by prepaid registered mail or prepaid courier. Notice via or email shall be deemed received the next regular business day if not returned as undeliverable. Notice via registered mail or courier shall be deemed to have been received by the Party to whom the Notice is addressed on that day which is five (5) business days following the date that the Notice was mailed, provided that at any time of mailing there is not an actual or apprehended interruption in mail service by labour dispute or otherwise. Notwithstanding the aforesaid, in the event of an actual or apprehended interruption in mail service, or at any time if the Party giving notice so elects, Notice shall be in writing and delivered to and left at the address for Notice of the Party whom it is to be given during normal business hours on a business day and shall have been deemed to be received on the date of the delivery.

A Party may at any time give Notice to the other Party of change of its address for the purpose of giving Notice and from and after the giving of such Notice, the address therein shall be deemed to be the address of that Party.

**1505. NO PARTNERSHIP**

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 a joint venture agreement between the Parties hereto it being understood and agreed that none of the provisions contained herein nor any act of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship of a Landlord and Tenant.

**1506. CAPTIONS**

The captions in bold face for clauses of this Lease are for convenience only and are not to be considered a part of this lease and do not in any way limit or amplify the terms and provisions of this Lease.

**1507. TIME IS OF THE ESSENCE**

Time shall be of the essence for this Lease and for each and every part hereof.

**1508. PARTIES HERETO**

The Lease shall ensure to the benefit of and be binding upon the Parties hereto, and their respective heirs, executors, successors and permitted assigns.

**1509. ENVIRONMENTAL PROTECTION STATUTES**

The Tenant shall comply with all federal and territorial environmental statutes, regulations, guidelines, codes of practice, and applicable municipal or local environmental protection bylaws (collectively, the "Environmental Protection Statutes") applicable to the Leased Premises, at the Tenant's sole cost and expense.

**1510. INTENT OF THIS LEASE**

It is the intent of this Lease and agreed to by the Parties that all and every cost, expense, rate, tax or charge in any way related to the Leased Premises will be borne by the Tenant without any variance, set-off, or deduction, except as otherwise set out herein.

**1511. COUNTERPART AND ELECTRONIC EXECUTION**

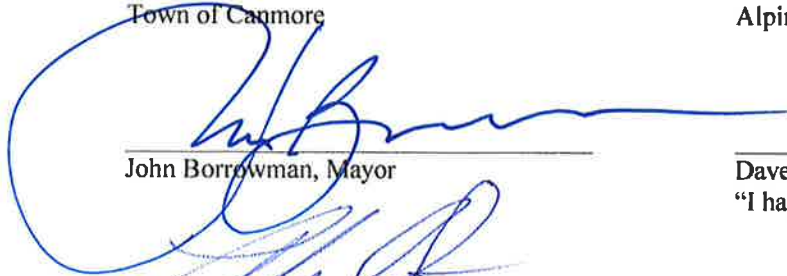
This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute but one and the same instrument. Signatures received as a portable or electronic document attachment to an electronic mail shall be treated as original signatures for all purposes hereunder.



**IN WITNESS WHEREOF** the Landlord and the Tenant have executed this Lease to be effective as of the date and year first written above.

LANDLORD:  
Town of Canmore

TENANT:  
Alpine Helicopters Inc.

A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is highly cursive and loops around the left side of the line.

John Borrowman, Mayor

A smaller, more compact handwritten signature in blue ink, written over a horizontal line.

Dave Gubbels, President

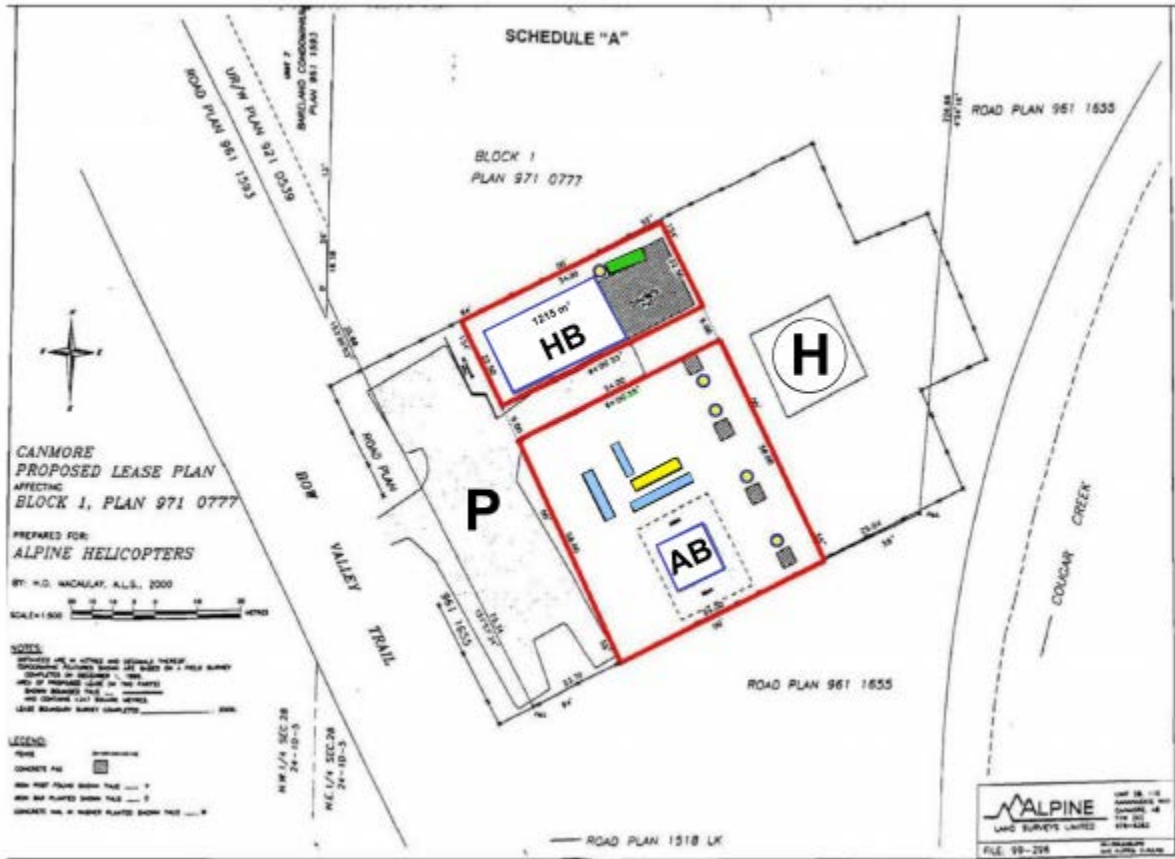
"I have authority to bind the corporation"








Lisa de Soto, Chief Administrative Officer

A handwritten signature in blue ink, written over a horizontal line. The signature is cursive and appears to be 'L de Soto'.

**Schedule "A"**  
**Lease Premises Plan**



<b>LEGEND</b>	
	Shipping Container Storage
	Above Ground Fuel Storage Tank
	Refueling Stations
	Underground Aviation Fuel Tank
	Leased Premises
<b>AB</b>	Administration Building
<b>HB</b>	Hangar Building
<b>H</b>	Helipad
<b>P</b>	Public Parking

## **Schedule "B"**

### **Leasehold Improvement Inventory**

The following Leasehold Improvements have been purchased or undertaken by the Tenant.

- 1.** Purchase and renovation of the Hangar Building (i.e. concrete block building)
- 2.** Purchase and renovation of the Administration Building (i.e. log building)
- 3.** Purchase of underground aviation fuel storage tank
- 4.** Purchase of above ground aviation fuel storage tank

Note: During 2013, there was a flood on and around the Cougar Creek area, which is adjacent to the Leased Premises. Flood caused damage to the Heliport and Leased Premises. Most of the damage caused by the 2013 flood was repaired on or around 2013 to 2015 (via insurance proceeds or otherwise).

## **Schedule "C"**

### **Conduct of a Helicopter Business**

This Schedule defines the heliport business operations conducted by the Tenant (the "Heliport") at the Canmore Municipal Heliport. Business operations shall be monitored and reviewed annually by the Canmore Heliport Monitoring Committee.

#### **1. Regulations**

The Heliport shall be operated in accordance with the following regulations:

- a) Regulations
  - i. Town of Canmore Land Use Bylaw
  - ii. The Canadian Aviation Regulation (CAR) as administered by Transport Canada
    - i. Visual Flight Rules (VFR) utilizing Civil Aviation Airport Certificate 5151-545 as issued by the Minister of Transport. VFR means that aircraft can depart at the beginning of civil twilight or land at the end of civil twilight.
    - ii. Approved Operations Manual filed with Transport Canada
- b) Any additional laws, regulations, or rules that may be passed now or in the future, by any governmental authority and/or the Landlord, and are applicable to the Heliport and the Tenant's operations on the Leased Premises.

#### **2. Itinerant Helicopter Operations**

The Tenant shall permit private helicopters to land at the heliport on a "Prior Permission Required" (PPR) basis. This requirement will be published in the Canadian Flight Supplement which must be carried in all aircraft when they are flying.

#### **3. Alpine Helicopter Operations**

The primary helicopter activities to be conducted at the Heliport include sightseeing, commercial operations and emergency services. Details of each business area and operating parameters are provided below.

- a) "Sightseeing Operations" are flights for which the primary purpose is the scenic, recreational or intrinsic value of the flight itself. Examples include but are not limited to flights with independent travelers, tour groups, and non-commercial photographers, and  
For sightseeing flights, the Tenant shall:
  - i. Operate such flights between the hours of 8:30 am and 5:00 pm seven days a week;
  - ii. Provide flights that are twenty-five (25) minutes or longer;
  - iii. Utilize six (6) passenger helicopters when at all possible and no more than four (4) helicopters will be used for sightseeing flights per day;
  - iv. Monitor and report passenger point of origin data along with any other metrics that quantify the local economic benefits of sightseeing flights;
  - v. Research and implement programs and services that benefit the local economy; and
  - vi. Not exceed a maximum of thirty-five (35) flights per day.
- b) "Commercial Operations" are flights that provide a means to a further undertaking or business venture or undertaking, even if not undertaken purely for profit. Examples include but are not limited to international travel; domestic travel; Federal or

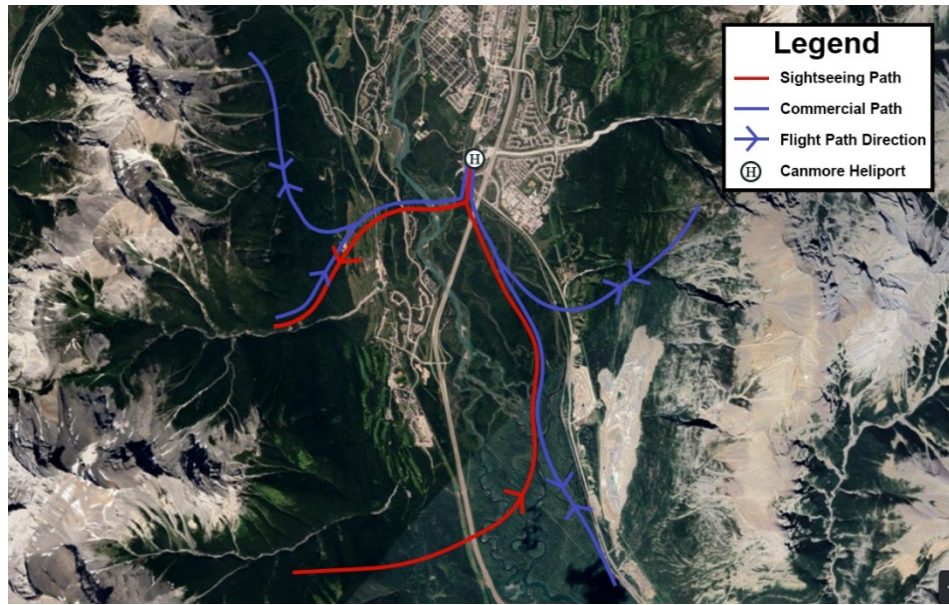
Provincial governmental operations other than those described as Emergency Services herein; ; back country lodge transfers; heli-hiking; accredited professional photography and filming; wildlife survey and support; recreational trail construction and maintenance; weddings, and power line inspection and construction; and

For commercial flights, the Tenant shall:

- i. Operate between the hours of 8:00 am and 5:00 pm seven days a week whenever possible.
- c) Emergency Services
- i. Include but not limited to emergencies related to rescues, medical transportation, avalanche control, fire protection, and law enforcement;
  - ii. Operate during any daylight hours and are not pre-scheduled like Sightseeing Operations or Commercial Operations as set out above; and
  - iii. Follow the most direct route as safely as possible to the scene of an accident for rescue and medical flights.
- d) Helicopter Maintenance
- For helicopter maintenance, the Tenant shall:
- i. Conduct on-ground maintenance runs and test flights between the hours of 8:00 am and 5:00 pm seven days a week, whenever possible.

#### **4. Flight Departure/Approach Routes**

- a) Normal departure and arrival routes for the heliport for all sightseeing and most commercial operations will follow the flight patterns shown on the attached drawing below. Deviations from these routes shall be permitted for emergency services, conflicting aircraft in the area, or weather-related issues.
- b) Flight routes will be monitored regularly and revised as development in Canmore progresses to ensure that helicopters avoid flying over built up areas; and to minimize disturbance while flying over designated wildlife corridors and habitat.
- c) Additional flight routes that are not set out in the diagram attached to this Schedule "C", or do not fall within the aforementioned deviations in the case of emergency services, conflicting aircraft in the area, or weather-related issues, shall be first proposed to the Landlord and the Tenant shall provide to the Landlord all information reasonably requested in relation to the new proposed flight path(s). The additional flight route(s) shall be subject to the Landlord's written consent, acting reasonably.
- d) The Tenant is to provide flight data upon request of the Landlord.



**5. Fly Neighbourly Program**

The Tenant shall wherever possible follow the principles of the Fly Neighbourly Program as promoted by the Helicopter Association International. Components of the Fly Neighbourly Program include:

- a) Fly at an altitude that is as high as practical and is at a minimum of 1,000 feet above built up areas except when taking off and landing;
- b) Avoid residential areas whenever possible;
- c) Fly over industrial areas and major roadways;
- d) Use high take-off and descent profiles; and
- e) Avoid sharp maneuvers.

**6. Wildlife and Recreational User Disturbance Guideline**

The Tenant shall operate in accordance wherever possible with guidelines that minimize disturbance to recreational users and wildlife as outlined in the:

- a) Voluntary Helicopter Flight Guidelines for the Canmore/Kananaskis Area as may be amended or replaced from time to time; and
- b) Transport Canada Aeronautical Information Manual (AIM) as may be amended or replaced from time to time.

Components of these guidelines include:

- a) Utilize established flight routes;
- b) Avoid overflights of wildlife;
- c) Avoid overflights over high human use areas and popular hunting areas;
- d) Avoid low flying except for take-off and landing; and
- e) Noise avoidance flight procedures in accordance with the aforementioned Fly Neighbourly Program.

**7. Noise Reduction**

The Tenant shall:

- a) Research, implement, and report on an ongoing basis to the Landlord in relation to the use of quieter operational procedures, infrastructure, helicopters, and equipment components where possible.

## **8. Climate Action**

The Tenant shall:

- a) Monitor and report on the fuel consumption and greenhouse gas (“GHG”) production associated with aviation fuel, natural gas, and electricity on an annual basis and/or as requested by the Landlord. GHG coefficients will be provided by the Landlord;
- b) Support the Climate Action Plan target of reducing community-wide GHG emissions by thirty percent (30%) by 2030, by researching and implementing strategies on an ongoing basis to reduce its consumption of aviation fuel, natural gas and electricity, such as but not limited to improved equipment and building efficiencies, renewable on-site energy production, utilization of low emission fuels such as sustainable aviation fuels (SAF), reduced number of flights, and carbon offsets; and
- c) By the end of 2023, complete a climate action plan specifying what GHG reduction strategies will be implemented that will work toward the community GHG reduction target.

## **9. Air Quality**

The Tenant shall:

- a) Research, implement, and report on strategies on an ongoing basis to improve air quality as technology allows.

## **10. Unmanned Aerial Vehicles (UAV)**

The use of unmanned aerial vehicles (UAV) is not permitted at the Heliport.

## **11. Annual Report**

The Tenant shall:

Submit the Annual Report to the Landlord on or before March 31 of each year during the Renewal Term, and the Annual Report as a minimum shall include the following sections:

Year in Review

Schedule C Updates:

- a) Regulation Updates
- b) Itinerant Helicopter Operations
- c) Heliport Operations
  - i. Sightseeing Flights;
  - ii. Commercial Flights; and
  - iii. Emergency Flights.
- d) Flight Departure/Approach Route
- e) Fly Neighborly Program
- f) Noise Reduction
  - i. Research; and
  - ii. Implementation.
- g) Climate Action
  - i. Annual aviation fuel consumption & GHG production (This data will be considered confidential);
  - ii. Annual natural gas consumption & GHG production;
  - iii. Annual electricity consumption & GHG production; and
  - iv. Climate action strategies implemented to reduce GHG emissions.

- h) Air Quality
  - i. Research; and
  - ii. Implementation.
- i) Maintenance & Enhancement summary of Leased Premises
- j) Appendix: Flight Data
  - This data will be considered confidential and will include the following:
    - i. Total Flight
      - i. Annual number by Sightseeing, Commercial, and Emergency Services Flights for Past Five Years.
    - ii. Sightseeing Flights
      - i. Number of Sightseeing passengers by month for past five years;
      - ii. Number of Sightseeing flights by month for past five years;
      - iii. Number of Sightseeing flights by day for current year;
      - iv. Number of Sightseeing passengers by point of origin (i.e. Residence) for current year; and
      - v. Number of Sightseeing passengers by accommodation location for current year.
    - iii. Commercial
      - i. Number of Commercial flights by month for past five years.
    - iv. Emergency
      - i. Number of Emergency Services flights by month for past five years.

In the event that the Landlord needs to disclose any of the confidential information contained in the Annual Report to third parties in order to facilitate the operations of the Leased Premises, or other premises within the Town of Canmore, the Landlord shall first obtain the consent of the Tenant to such disclosures, the Tenant acting reasonably. The Landlord shall work with the Tenant to ensure any such disclosures are made in accordance with privacy legislation, and any privacy or confidentiality requirements that the Tenant may have in place.