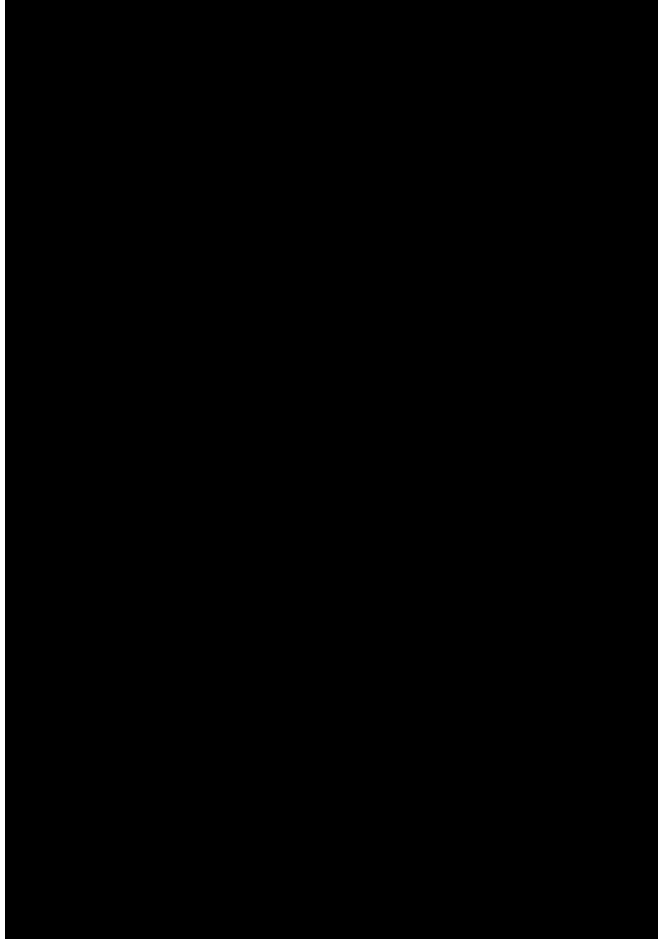


## ASSIGNMENT AND LANDLORD'S CONSENT

THIS AGREEMENT dated for reference the 5<sup>th</sup> day of May, 2025.

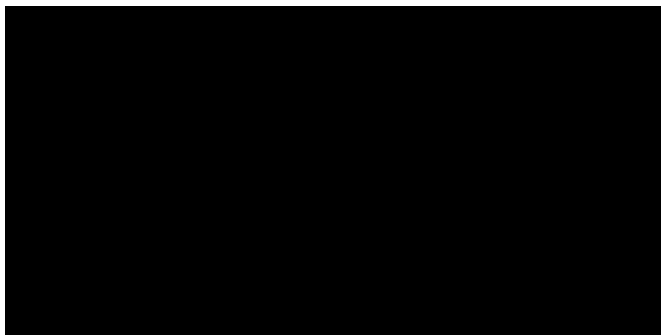
BETWEEN:

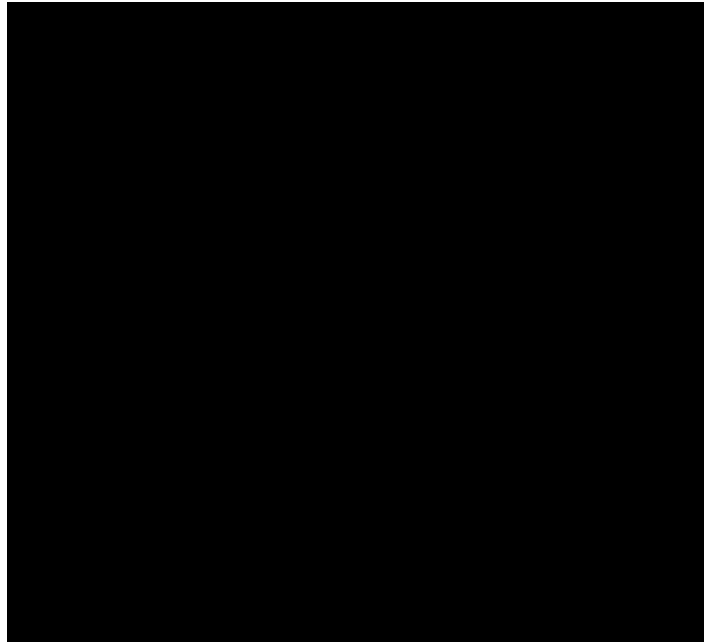


(collectively the "**Assignor**")

OF THE FIRST PART

AND:





(collectively the "**Assignee**")

OF THE SECOND PART

AND:

**DISTRICT OF MACKENZIE**

Bag 340, 1 Mackenzie Boulevard  
Mackenzie, B.C. V0J 2C0  
(the "**Landlord**")

OF THE THIRD PART

**BACKGROUND**

- A. By a lease made January 1, 2013, a copy of which is attached hereto as Schedule "A" (the "Lease"), as assigned to the Assignor under the terms of an Assignment of Lease dated for reference January 1, 2014 (the "First Assignment"), and as further assigned to the Assignor under the terms of an Assignment of Lease dated October 27, 2014 (the "Second Assignment"), and as further assigned to the Assignor under the terms of an Assignment of Lease dated January 1, 2016 (the "Third Assignment"), and as further assigned to the Assignor under the terms of an Assignment of Lease dated November 8, 2016, (the "Fourth Assignment"), and as further assigned to the Assignor under the terms of an Assignment of Lease dated September 1, 2020, (the "Fifth Assignment"), the Landlord leased to the Assignor certain premises (the "Premises") described as:

.109 hectares (11,730 square feet) of Lot C, District Lot 12479, Cariboo District, Plan 23098, shown within the bold outline on the drawing which is attached as Appendix A to the Lease.

- B. The Assignor has previously agreed, under the terms of the First Assignment and Second Assignment, that Hangars 1, 5 and 6 shall only be used for the purpose of airline storage, airline office, or airport related activities.
- C. Following the expiration of the Term of the Lease on December 31, 2015, the Assignor has held over, and the Landlord has accepted rent from the Assignor, and accordingly, pursuant to clause 9 (c) of the Lease, the Assignor's interest continues as a tenancy from month to month subject to all conditions in the Lease applicable to a tenancy from month-to-month (the "Month-to-Month Tenancy").
- D. The Assignor wishes to assign the Assignor's interest in the Lease, and Month-to-Month Tenancy, and the Premises to the Assignee.
- E. Clause 4 (d) and clause 6 (g) of the Lease contain a prohibition against assignment of the Lease by the Tenant without the Tenant first obtaining the written consent of the Landlord, which consent the Assignor and the Assignee hereby request.

## **1. AGREEMENTS**

In consideration of the covenants and consent contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

### **1.1 Defined Terms**

Except as otherwise defined in this Agreement, capitalized terms used in this Agreement have the meanings ascribed to those terms in the Lease.

### **1.2 Tenant's Covenants**

In this Agreement, the expression "Tenant's Covenants" means all obligations of a tenant of the Premises under the Lease or as may be established by law and, without limiting the generality of the foregoing, includes the obligation to pay rent and all other payments owing to the Landlord under the Lease, whether characterized as rent or not, and all other obligations of a tenant under the Lease, whether expressed as conditions, covenants, provisos, representations, undertakings, or warranties.

### **1.3 Effective Date**

In this Agreement, the expression "Effective Date" means the 5<sup>th</sup> day of May 2025.

#### 1.4 Assignment

Effective on the Effective Date, the Assignor assigns to the Assignee all of the Assignor's right, title, and interest in and to the Month-to-Month Tenancy and the Premises, on a month--to-month tenancy basis only, subject to payment by the Assignee of rent and the observance and performance of the other Tenant's Covenants.

#### 1.5 Assignee's Acknowledgment

The Assignee hereby acknowledges that:

- (a) the assignment contained in this Agreement assigns the Month-to-Month Tenancy only; and
- (b) the consent granted by the Landlord in section 1.7 in no way amounts to a renewal or extension of the Lease.

#### 1.6 Assignee's Covenants

For so long as the Month-to-Month Tenancy continues, the Assignee will:

- (a) pay the rent reserved at the times and in the manner demanded by the Landlord;
- (b) not assign the Month-to-Month Tenancy or sublet or part with possession of the Premises or any part thereof without the prior written consent of the Landlord, requested and granted in accordance with the Lease;
- (c) perform all of the other Tenant's Covenants as if the Assignee was the tenant originally named in the Lease;
- (d) without limiting the foregoing and pursuant to clauses 4(a) and (b) of the Lease, use Hangar 3 only for the purpose of airplane storage, airline office or airport related activities.

#### 1.7 Consent

The Landlord hereby consents to the assignment contained in this Agreement.

### 1.8 Limitation of Consent

The consent of the Landlord contained in this Agreement is restricted to the assignment provided in this Agreement, and the prohibition against the assignment of the Lease and subletting or parting with possession of the Premises by the tenant under the Lease will otherwise remain in full force and effect;; and the Landlord's consent in this Agreement will not be deemed to be a consent to or waiver of the requirement for the Landlord's consent to any further or other assignment of the Lease or subletting or parting with possession of the Premises or any part of the Premises.

### 1.9 No Waiver or Modification

Neither this consent, nor the assignment of the Lease and Month--to--Month Tenancy by the Assignor, nor the payment of any money or the performance of any of the Tenant's Covenants by the Assignee will waive or modify in any respect any of the rights of the Landlord under the Lease and Month--to--Month Tenancy or relieve the Assignor from causing the Tenant's Covenants to be observed and performed for as long as the Lease and Month--to--Month Tenancy remains in effect. Without limiting the generality of the foregoing, the liability of the Assignor for the due performance of the Tenant's Covenants, including the obligation to pay rent, will continue notwithstanding any moratorium or stay affecting the obligation of the Assignee to perform the Tenant's Covenants, repudiation or disclaimer of the Lease and Month--to--Month Tenancy by the Assignee or the Assignee's trustee in bankruptcy, or the further assignment of the Lease or Month--to--Month Tenancy by the Assignee or subletting of the Premises, whether with or without the consent of the Landlord.

### 1.10 Landlord's Acknowledgments

The Landlord warrants and represents that:

- (e) the copy of the Lease attached hereto as Schedule "A" constitutes the entire agreement between the Landlord and the Assignor; and
- (f) the Lease has, pursuant to clause 9(c) of the Lease, continued as the Month--to--Month Tenancy and is in good standing as of the date of this Agreement

### 1.11 Notices

Any notice given in connection with this Agreement or the Lease and Month--to--Month Tenancy will be delivered to the respective addresses set out above or to such other address as any of the parties may designate in writing, and such notice will be delivered in accordance with section 9 (j) of the Lease.

### 1.12 Survival of Provisions

The provisions of the Lease will survive the execution and delivery of this Agreement and will not merge in this Agreement.

### 1.13 Further Assurances

Each party will, at all times hereafter at the request and cost of any other party, execute such further and other documents as such other party may reasonably require in order to evidence or give effect to the terms of this Agreement.

### 1.14 Enurement

This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, administrators, personal representatives, successors, and assigns.

### 1.15 Governing Law

This Agreement will be governed in accordance with laws applicable in the province of British Columbia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of British Columbia.

### 1.16 Counterparts

This Agreement may be signed by original or by facsimile and executed in any number of counterparts, and each executed counterpart will be an original. All executed counterparts taken together will constitute one agreement.

**IN WITNESS WHEREOF** the parties executed this Agreement as of the date first above written.

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|--------------------------------|---|
| <b>DISTRICT OF MACKENZIE</b>   | ) |
| by its authorized signatories: | ) |
|                                | ) |
| _____                          | ) |
| Chief Administrative Officer   | ) |
|                                | ) |
| _____                          | ) |
| Print Name                     | ) |

in the presence of:

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**SIGNED, SEALED AND DELIVERED**

in the presence of:

Witness

Address

Occupation

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