

LEASE NO. 1217

LEASE

BETWEEN

LAHM RIDGE INVESTMENTS LTD.

(THE LANDLORD)

- and -

THE COMMISSIONER OF THE NORTHWEST TERRITORIES

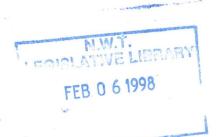
(THE TENANT)

IN RESPECT OF:

3,979.854 M² OF OFFICE & BASEMENT SPACE SITUATED IN THE BUILDING KNOWN AS LAHM RIDGE TOWER 922 m2 - 1 1,254.3m = 2 1,263.9 - 3 - d 538.5

DATE:

9226m - ma. ~ 1,2543 ~ - 2nd 1,268.9n - 3rd 5389 - Basement



APPROVED
AS TO FORM ONLY

EGAL DIVISION

TITLE PAGE

INDEX

Α.	DEFINITIONS	•
В.	DESCRIPTION	Demised PremisesLegalInitial TermExtension of Term
С.	TERM OF LEASE	
D.	RENT	- Base - Additional

TENANT'S COVENANTS

- 1. Payment of Rent
- 2. Access by Landlord
- 3. Use of Demised Premises
- 4. Business and Similar Taxes
- Notice of Letting-Showing 5.
- 6. Surrender
- Interest 7.

LANDLORD'S COVENANTS

- 1. Quiet Enjoyment
- Insurance by Landlord
- Subletting
- 4. Maintenance and Repair
- 5.
- Access by Tenant Tenant's Alterations 6.
- 7. Assignment by Landlord
- 8. Ability to Lease
- 9. Encumbrances on Title
- 10. Landlord's Miscellaneous Covenants

MUTUAL COVENANTS

- 1. Damage
- Expropriation 2.
- 3. Holding Over
- 4. Default
- Non-Cancellation of Lease 5.
- Removals 6.

Н. GENERAL

- 1. Successors Bound
- 2. Captions
- Interpretation 3.
- 4. Amendment
- 5. Waiver
- Remedies Cumulative 6.
- 7. Entire Agreement
- 8. Time
- 9. Notices
- Relationship of the Parites 10.
- Section 25 (1) Financial Administration Act 1982 (2nd), C.2.
- 12. Registration

SIGNATURES

SCHEDULE(S)

Attached

THIS INDENTURE OF LEASE made this 13th day of Dec 1990.

BETWEEN:

LAHM RIDGE INVESTMENTS LTD.

(hereinafter called the "Landlord")

OF THE FIRST PART:

- and -

THE COMMISSIONER OF THE NORTHWEST TERRITORIES as represented by THE MINISTER OF THE DEPARTMENT OF PUBLIC WORKS

(hereinafter called the "Tenant")

OF THE SECOND PART.

WHEREAS the Landlord is the registered owner of certain lands (described in Section B hereafter) with a building thereon (hereinafter call the Building) and is ready, willing and able to lease certain Demised Premises within the building to the Tenant;

AND WHEREAS the Tenant desires to lease the Demised Premises;

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord and Tenant agree to cancel, terminate and surrender Lease #1016 and Lease #1185 in Lahm Ridge Tower effective February 28, 1989 and the Landlord does lease unto the Tenant the Demised Premises on the terms hereof.

NOW THEREFORE In consideration of the rents, covenants and agreements hereinafter reserved and containd on the part of the Tenant to be paid, observed and performed, the Landlord does lease unto the Tenant the Demised Premises on the terms hereof and the Parties mutually covenant and agree as follows:

A. DEFINITIONS

- A.(a) "Lease Year" means a one year period from April 1st one year to March 31st next ensuing and falling completely within the term of this Lease or any extension or renewal thereof.
- A.(b) "Pro Rata Year" menas that part of a year between the Commencement Date and the start of the first Lease Year.
- A.(c) "Terminal Period" means that part of a year between the end of the last Lease Year and the determination of this Lease.
- A.(d) "Term" means the initial term of this lease and any extensions thereof.

B. DESCRIPTION

The Demised Premises consist of more or less Three Thousand Nine Hundred Seventy-nine Point Eight Five Four (3,979.854) square metres of space contained within the Building as shown on the attached plan(s) and outlined in red, (Schedule "A" attached)

(hereinafter called the "Demised Premises")

LOT 25 block 83 PLAN 1577 YELLOWKNIFE

C. TERM OF LEASE

C.1. INITIAL TERM

The term of this lease shall be for Six (6) Years Nine (9) Months commencing on the 1st day of March 1989 (hereinafter call the "Commencement Date"). Expires Nov 30, 1995

C.2. EXTENSION OF TERM

The Landlord covenants with the Tenant that if the Tenant fully and regularly pays the said rents and other monies payable hereunder and performs all and every of the covenants, provisions and agreements hereunder and on the part of the Tenant to be observed and performed, the Tenant shall have the option of extending this Lease for Two (2) Additional Terms of Five (5) Years; PROVIDED HOWEVER that the Tenant shall notify the Landlord in writing of its desire to extend at least Six (6) months before the expiration of the initial term. The extension shall contain all covenants, provisions and agreements contained in the original Lease with the following exceptions:

- (a) The amount of rent is to be the then current market rent as negotiated between the parties and failing agreement by Sixty (60) days prior to the expiration of the initial term then the current market rent is to be determined by a professional real estate appraiser acting as an independent expert and not as an arbitrator and appointed by the President for the time being of the Real Estate Institute of Canada and whose decision shall be final and binding on both parties. Failing action by the President within 30 days from being requested to make an appointment then the current market rent shall be determined by arbitration pursuant to the terms of the Arbitration Act, R.S.N.W.T., 1974, C.A-4. The current market rent is defined as the best monthly rent at which the demised premises could reasonably be expected to let in the open market by a willing landlord to a willing tenant for a term equal to the extension term hereby granted by means of a lease containing the same provisions (other than as to the monthly rent and term) as this lease. The costs of determining the market rent shall be apportioned equally between the parties;
- (b) There shall be no further right of extension.

D. RENT

YIELDING AND PAYING THEREFORE to the Landlord as rent in lawful money of Canada:

D.1. BASE RENT

As base rent the sum of per annum to be paid in equal monthly installments of , each payable in advance on the first day of each and every month in each and every year during the term.

D.2. ADDITIONAL RENT

And in addition to Base Rent the following "additional rents":

- D.2.(i) Additional rent for the Tenant's portion, as set out hereunder and without any duplication, of the total cost to the Landlord in respect of the Demised Premises and the Building during the term hereof of the following items:
- D.2.(i)(a) 100% of the cost of repairing, maintaining, cleaning, painting and decorating the common areas of the building, including payments to or for the benefit of the superintendent, building maintenance staff, cleaning staff, watchmen and security guards and any other contractors retained for the purpose of performing any of the foregoing services;
- D.2.(i)(b) 100% of the cost of snow removal from and sweeping of the driveways, pathways and common parking areas pertaining to the building;
- D.2.(i)(c) $\frac{100\%}{lot}$ of the cost of maintaining the building tenant's parking
- D.2.(i)(d) 100% of the cost of garbage removal from the building;
- D.2.(i)(e) 100% of the cost of supplying water to the building;
- D.2.(i)(f) 100% of the cost of removing sewage from the building;
- D.2.(i)(g) 100% of the cost of mechanical maintenance including replacing all fixtures and equipment which by their nature require periodic replacement including, but not limited to, heating, ventilating, air-conditioning, plumbing, elevators and electrical equipment;
- D.2.(i)(h) 100% of the cost of gas, oil and electricity supplied to the building;
- D.2.(i)(i) 100% of the cost of insurance as to be provided by the Landlord pursuant to Clause F.2;
- D.2.(i)(j) 100% of the cost of real property, local improvement and school taxes, rates and charges, charged, levied or rated by any competent authority, and the cost of all appeals therefrom less any discount allowed for prompt payment but excluding any penalties or interest payable and any taxes, rates or charges levied on machinery or equipment owned by another tenant of the building and any taxes on the income or profit of the Landlord;
- D.2.(i)(k) 10% of the sum of the costs set out in a,b,c,d,e,f,g,h,i above on account of the Landlord's administration costs.

The sum of all additional rents of (a) to (k) shall be paid in equal monthly installments of

lease year or pro rata year. Thereafter, for each lease year the estimated monthly installments for additional rents shall be one twelfth (1/12) of the actual additional rents for the prior lease year.

The Landlord shall provide to the Tenant within SIXTY (60) days of the completion of the first pro rata year or lease year and of each lease year thereafter and of the terminal period, a statement of the actual costs incurred during the said period. The said statement shall be during the said period. The said statement shall be supported by copies of invoices, vouchers, time sheets, etc. as required to verify the costs, but nevertheless the Tenant shall have the right to audit the Landlord's accounts and records to verify the accuracy of the statement. In the event of a dispute ensuing after the accounts and records have been checked by the Tenant, such accounts and records shall be referred to an independent professional accountant for preparation of an audited statement. In the event that there is more than a 5% difference from the amount originally charged by the Landlord, the Landlord shall pay the cost of the accountant's fees and in the event that there is less than a 5% difference, the cost of the accountant's fee shall be paid by the Tenant.

If the total cost incurred during any Lease year, pro rata year or terminal period exceed the total amount of the additional rent paid during the said period, the Tenant shall pay to the Landlord within FORTY-FIVE (45) days after the Tenant received the said statement, as an adjustment to the additional rent, the difference of the said operating costs less the total additional rent paid during the said period.

If the total costs incurred during any Lease year, pro rata year or terminal period exceed the total amount of the additional rent paid during the said period, the Tenant shall pay to the Landlord within FORTY-FIVE (45) days after the Tenant received the said statement, as an adjustment to the additional rent, the difference of the total additional rent paid during the said period less the total operating costs.

E. THE TENANT COVENANTS AS FOLLOWS:

E.1. PAYMENT OF RENT

To pay the rent to the Landlord at the Landlord's address specified hereunder for service of notices or at such other place as the Landlord may from time to time designate by notice to the Tenant, without any deduction or set-off except as may be provided herein or except as provided by law.

E.2. ACCESS BY LANDLORD

That the Landlord and its agents may enter the premises at reasonable times to examine the condition of them or to effect the repairs, replacements or maintenance required of the landlord provided that the Landlord gives reasonable prior notice to the Tenant and provided that such entry does not materially interfere with the Tenant's use and enjoyment of the premises.

E.3. USE OF DEMISED PREMISES

That the Demised Premises shall be used and occupied by the tenant solely for the purposes of STORAGE AND/OR OFFICE SPACE.

E.4 BUSINESS AND SIMILAR TAXES

To pay when due business, machinery or other taxes, charges, rates and license fees assessed, levied or imposed by a competent authority in respect of the Tenant's business carried on in the Demised Premises.

E.5. NOTICE OF LETTING - SHOWING

To allow during the last THREE (3) months of the term such persons as may be desirous of inspecting the Demised Premises for the purposes of renting them to visit and inspect the same at all reasonable hours and upon reasonable notice.

E.6. SURRENDER

To deliver up to the Landlord forthwith at the expiry or sooner termination of the term, the Demised Premises in good and tenantable condition, excepting damage to the Demised Premises resulting from fire, the elements, other cause or casualty beyond the Tenant's control; reasonable wear and tear; repairs, replacements and maintenance for which the Landlord is responsible; and such other damages as are within the insurance to be provided by the Landlord.

Upon termination of this Lease the Tenant will immediately surrender and yield up possession of the Demised Premises to the Landlord and will forthwith surrender all keys to locks within the Demised Premises.

E.7. INTEREST

To pay to the Landlord interest at the rate of percent per month which equates to an annual rate of upon all rentals or other payments required to be made hereunder from the date for payment thereof until the same are fully paid and staisfied.

F. THE LANDLORD COVENANTS AS FOLLOWS:

F.1. QUIET ENJOYMENT

That upon the Tenant paying the rents and performing and observing the terms, covenants and conditions herein, it shall and may peaceably possess and enjoy the Demised Premises for the term hereby granted without any interruption or disturbance from or by the Landlord or any other person or corporation lawfully claiming by, through or under it.

The Landlord agrees to comply with applicable health, safety and building standards;

F.2. INSURANCE BY LANDLORD

The Landlord will obtain and maintain throughout the term in respect of the Building insurance on an "All Risks" Commercial Building form or equivalent basis, and boiler and Machinery Insurance coverage, in amounts not less than the full insurable replacement value. (including the value of tenant's fixed alterations and improvements.) Loss payable under these insurances shall be to the Landlord and Tenant, as their interests may appear.

The Landlord will ensure that all policies of insurance required hereby shall contain a waiver of subrogation by the insurer as against the Tenant, its affiliates, employees, servants and agents.

The Landlord will obtain and maintain throughout the term in respect of the Building and lands, Comprehensive General Liability insurance in an amount not less than the Commissioner of the Northwest Territories as Additional Insured with respect to liability arising out of this agreement.

The Landlord will pay all premiums owing in respect of said insurance, when due.

The Landlord will provide, prior to the commencement of the term and at any time during the term, to the Tenant's satisfaction, evidence that the insurance required hereby has been effected.

F.3. SUBLETTING

That the Tenant shall have the right to sublet the Demised Premises or any part thereof or to assign the lease at any time or times.

F.4. MAINTENANCE AND REPAIR

The Landlord shall, at Landlord's expense, maintain, repair and keep in good working order all fixtures and equipment including heating, air conditioning, lighting, sanitary, mechanical, electrical or plumbing equipment, installations or apparatus located in the Demised Premises or in the Building or buildings containing the Demised Premises or which are necessary for the Tenant's use of the Demised Premises;

The Landlord shall, at Landlord's expense, as and when required make repairs to the roof, perimeter walls, foundation structure, load-bearing internal walls and columns of the Demised Premises or of the building or buildings containing the Demised Premises including all repairs to the interior of the Demised Premises occasioned by structural weakness or latent defects;

The Landlord shall, at Landlord's expense, repair, maintain, clean, paint and decorate the common areas including hallways, entrances and parking areas, and the exterior of the building;

The Landlord shall, at Landlord's expense, carry out all repairs, maintenance and decoration of the Demised Premises necessitated by fire, the elements or other cause or casualty;

The Landlord agrees to comply with applicable health, safety and building standards;

The Landlord agrees to expeditiously carry out all maintenance, repairs or replacements required of the Landlord and in the event the Landlord fails to do so after receiving notice from the Tenant, the Tenant shall have the right to effect such maintenance, repair or replacement and to set-off or deduct the cost of same, including a 10% administration fee, against or out of the rent that may then or at any time thereafter become due in respect of the Demised Premises.

PROVIDED ALWAYS that costs incurred by the Landlord pursuant to this Clause F.4. shall be reimbursed to the Landlord to the extent such costs are the responsibility of the Tenant pursuant to Clause D.2.

F.5. ACCESS BY TENANT

The Landlord shall permit the Tenant, its employees and all other persons lawfully requiring access to the Demised Premises to have the use, in common with other persons entitled thereto during normal business hours, of the main entrances, stairways, corridors, elevators and the use of lavatories and washrooms provided for male and female persons in the Building as shall from time to time be allocated for their use.

The Tenant and its employees, servants, agents and contractors may enter the Demised Premises when the Building is closed to the public but only by ways of such entrances as the Landlord may designate from time to time and subject to such means as the Landlord may require to control the presence of persons within the Building when so closed.

F.6. TENANT'S ALTERATIONS

That the Tenant may, at the Tenant's expense, make changes, alterations or improvements to, or paint and decorate the interior of the Demised Premises without causing any structural weakness or damage to the Building, PROVIDED THAT such work will be in compliance with all applicable statutes, ordinances, regulations and by-laws.

F.7. ASSIGNMENT BY LANDLORD

That the Landlord shall not assign the Lease without the prior written consent of the Tenant.

F.8. ABILITY TO LEASE

That the Landlord is entitled to enter into this Lease and the nature of the Landlord's possession of the Demised Premises enables the Landlord to lease the Demised Premises under the term of and for the entire term of this Lease and of any extensions thereof.

F.9. ENCUMBRANCES OF TITLE

That the Landlord shall not cause, permit or suffer any Caveat, Mechanic's Lien or other encumbrance to be maintained against the lands on which the Demised Premises are located without the written permission of the Tenant which shall not be unreasonably withheld;

That the Landlord will indemnify and save harmless the Tenant respecting Mechanic's Liens or other liens for any work done or materials provided or services rendered for improvements, alterations or repairs, if any, made by the Landlord to the Demised Premises.

F.10.LANDLORD'S MISCELLANEOUS COVENANTS

To pay as they fall due all taxes and rates, municipal, parliamentary or otherwise levied against the Building and lands or the Landlord on account thereof;

To provide washroom and lavatory accommodation for men and women with such hot and cold water, soap, towelling and toiletries that may be reasonably required;

To provide sufficient heating, ventilating and air conditioning of the Demised premises to maintain a temperature of 20° to 24° Celsius while avoiding simultaneous heating and cooling at a Relative Humidity of between 25% and 50% with 4 to 10 air changes per hour for air circulation and 0.25 1/s m² to 1.27 1/s m² outdoor air with a filtering efficiency of not less than 60% and a noise level of NC30 to 45 therein at all times during normal business hours;

To cause the common areas of the building in which the Demised Premises are situated to be cleaned and maintained regularly to the standard of a first class building and in keeping with the purpose for which the Demised Premises are being used;

To pay as they fall due all charges for electrical energy, heating fuel, and water and sewage services supplied to the Demised Premises;

To provide a directory board in the main lobby of the Building in which the Demised Premises are situated with the room numbers and names of tenants and other occupants as amended from time to time;

To keep the parking lots, sidewalks, entrances, outside walkways and stairways, curbs and landscaped areas adjoining the building free and clear of ice, snow, dirt and rubbish and in a state of good repair;

That costs of all services and supplies in respect of the Demised Premises, including the apportioned costs of shared items, will be net of Federal Sales Tax and any other rebates or discounts available to the Landlord by reason of the Tenant's status or otherwise available and further that the aforesaid costs shall exclude any penalty or interest payable and any taxes on income or profit of the Landlord.

PROVIDED ALWAYS that any costs incurred by the Landlord pursuant to this clause shall be reimbursed to the Landlord to the extent such costs are the responsibility of the Tenant pursuant to Clause D.2.

G. MUTUAL COVENANTS

G.1. DAMAGE

In the event the Demised Premises or any portion thereof be destroyed by fire, the elements or other cause or casualty during the term, or not being totally destroyed are damaged to such an extent as in the opinion of the Tenant will render the same unfit for occupancy, the Tenant may give notice to the Landlord requiring the Demised Premises, within a reasonable time to be mentioned in said notice, to be repaired and put in such condition which in the opinion of the Tenant will be necessary to render them suitable for occupancy for the purpose for which they have been leased. The Landlord shall within Seven (7) days aftr receipt of said notice give notice to the Tenant that the Landlord intends so to repair and the Landlord hereby covenants to repair accordingly. Upon failure by the landlord to repair within such reasonable time as may be stipulated by the Tenant, the Tenant may, but shall not be bound to, terminate the lease and surrender the Demised Premises or any portion thereof or repair the same and charge the cost of such repairs against the total rent thereafter to be paid; PROVIDED ALWAYS that the rent for any portion of the Demised Premises damaged or destroyed as aforesaid, shall cease to be payable forthwith upon such damage and until such time as the Demised Premises in the opinion of the Tenant become fit for occupancy again.

G.2. EXPROPRIATION

If the Demised Premises or any part thereof are expropriated or condemned by any competent authority the Landlord shall immediately notify the Tenant and the Tenant may terminate this Lease by giving notice to the Landlord and thereupon rent and all other payments payable by the Tenant shall be apportioned and paid to the date of termination and the Tenant shall surrender and yield up possession of the Demised Premises. Nothing herein shall affect or limit the Tenant's rights to compensation or to damages against the expropriating authority. If any award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefore to the Tenant.

G.3. HOLDING OVER

In the event the Tenant remains in possession of the Demised Premises after the expiration of this Lease the Tenant will be deemed to be Occupying the Demised Premises as a Tenant from month to month at a monthly rental equal to one twelfth (1/12) of the annual rental payable during the last full year of the term of this Lease AND SUBJECT ALWAYS to all of the covenants, agreements, conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year will not be created by implication or law; PROVIDED that nothing in this clause contained shall be construed as in any way limiting action or remedies by law provided for explusion of the Tenant or for damages occasioned by the Tenant's holding over.

G.4. DEFAULT

In case of unlawful breach, non-observance or non-performance by the Tenant of any of the covenants on the part of the Tenant to be observed or performed, the Landlord before exercising any remedy or action available to it shall give the Tenant THIRTY (30) days notice to remedy such breach, non-observance or non-performance and if after the expiry of the notice period the breach remains unremedied then and in every such case the Landlord in addition to any other remedy or action may enter into and upon the Demised Premises and repossess and enjoy the same as its former estate.

G.5. NON-CANCELLATION OF LEASE

The parties hereto covenant and agree each with the other that the term of this Lease be not subject to cancellation of early termination for any cause whatsoever, except as expressly provided for herein, and any such cancellation of early termination by either of the parties will enable the other party to seek all legal remedies which would normally be available to it by implication or operation of the law.

G.6. REMOVALS

The Tenant shall have the right at any time prior to or at the expiration of the term to take, remove and carry away from the Demised Premises all property or every kind brought in or installed on or affixed to the demised Premises by it, whether before or after the commencement date of this Lease, provided that the Tenant shall make good any damage or injury caused to the Demised Premises by reason of such removal.

At the expiration of this Lease, the Tenant shall, if so required by the Lanldord, remove all or any of the property which it has the right to remove and shall thereupon become obligated to make good any damage or injury caused to the Demised Premises by reason of such removal. If the Tenant does not, having been required by the Landlord to do so, removed all or any such alterations and improvements on the expiration of this Lease or any renewal thereof, the Landlord shall have the right to remove them or those that remain, and any costs incurred by the Landlord with regard to such removal plus a daministration fee, shall be paid by the Tenant within THIRTY (30) days of receipt of the Landlord's invoice.

Should the Tenant neither elect to nor be required to remove such alterations or improvements they shall become the property of the Landlord without any compensation being paid therefor.

H. GENERAL

H.1. SUCCESSORS BOUND

Everything herein contained shall, except as otherwise provided, be binding upon and enure to the benefit of the parties hereto and their respective successors, heirs, administrators and permitted assigns.

H.2. CAPTIONS

The captions, clause or paragraph numbers, headings, index and marginal notes appearing in the Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Lease nor any part thereof.

H.3. INTERPRETATION

The provisions of this Lease shall be interpreted according to the laws of the Northwest Territories.

If any clause or part of a clause contained in this Lease shall be judicially held invalid or unenforceable the remainder of this Lease shall be interpreted as if such clause or part of a clause had not been included.

H.4. AMENDMENT

This Lease shall not be or be deemed or construed to be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns specifically asserting that the Lease is thereby amended.

H.5. WAIVER

Any condoning, excusing or overlooking by the Landlord or the Tenant of any default or non-observance by the Tenant or the Landlord at any time in respect of any covenant, provision or condition contained herein shall not operate as a waiver of the Landlord's or the Tenant's rights or obligations hereunder in respect of any subsequent default, breach or non-observance.

H.6. REMEDIES CUMULATIVE

All rights and remedies of the Landlord and the Tenant enumerated in this Lease are cumulative and none will exclude any right or remedy allowed by law. The use of any right or remedy allowed by law shall not prejudice any other covenants herein.

H.7. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements related to this Lease.

H.8. Time

Time shall be of the essence hereof.

H.9. NOTICES

Any notice or invoice provided for in this Lease shall be given in writing and may be personally delivered or posted by prepaid registered mail and shall be addressed to the Landlord or Tenant as follows:

TENANT

DISTRICT ENGINEER
YELLOWKNIFE DISTRICT OFFICE
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF THE NORTHWEST TERRITORIES
P.O. BOX 1320
YELLOWKNIFE, N.W.T.
X1A 2L9

LAHM RIDGE INVESTMENTS LTD.
P.O. BOX 624
YELLOWKNIFE, N.W.T.
X1A 2N5

or at such other address as the Landlord or Tenant may from time to time notify each other.

Every such notice or invoice if delivered by hand shall be deemed to have been received on the date of delivery thereof and every such notice if sent by prepaid registered mail shall be deemed to have been received on the 7th day from the date of posting thereof.

H.10. RELATIONSHIP OF THE PARTIES

No act of the parties hereto nor any other provisions contained herein shall create any relationship between the parties hereto other than that of Landlord and Tenant.

In the event of any litigation arising out of this Lease the parties hereto agree that the Tenant or the Landlord may commence such action in the Supreme Court of the Northwest Territories and the Tenant may bring such action in the name of the Commissioner of the Northwest Territories, as plaintiff, and the Landlord may sue the Tenant in the name of the Commissioner of the Northwest Territories as Defendent.

H.11. SECTION 46 FINANCIAL ADMINISTRATION ACT. 1982 (2nd), C.2

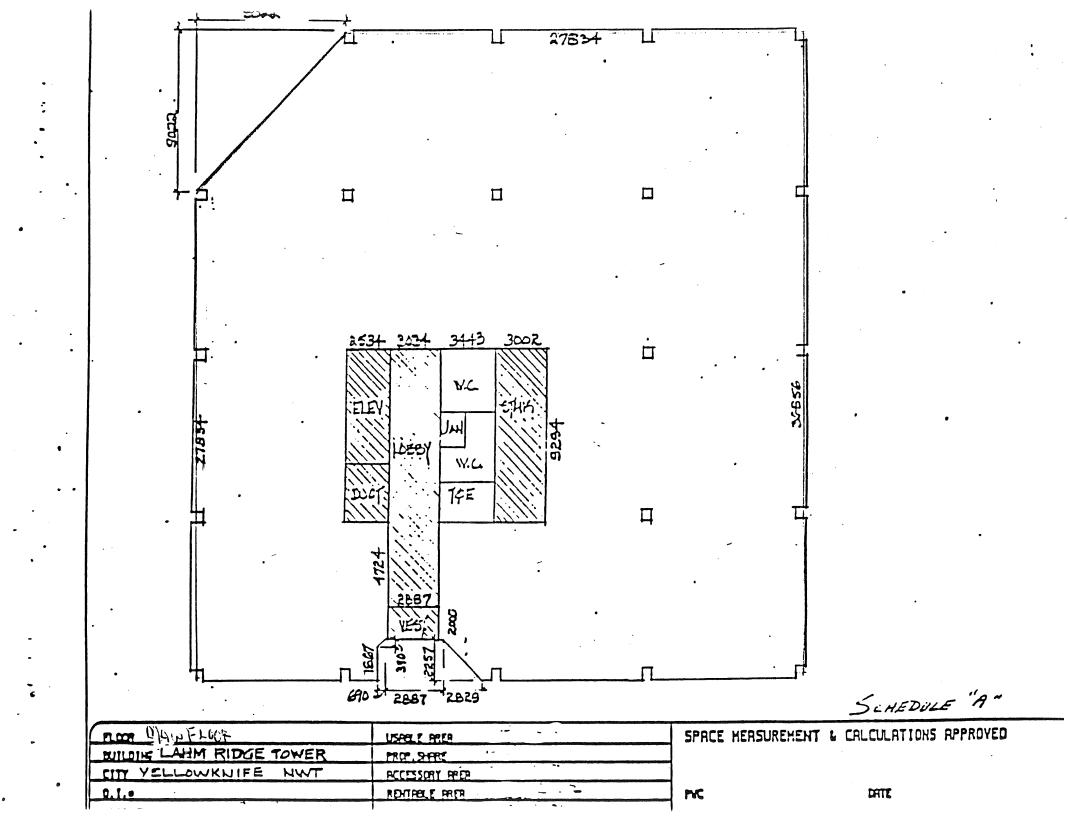
It is a condition of every contract providing for the payment of any money by the Territories that payment pursuant to the contract is subject to there being a sufficient unencumbered balance in the appropriate activity for the fiscal year in which the funds would be required under the contract.

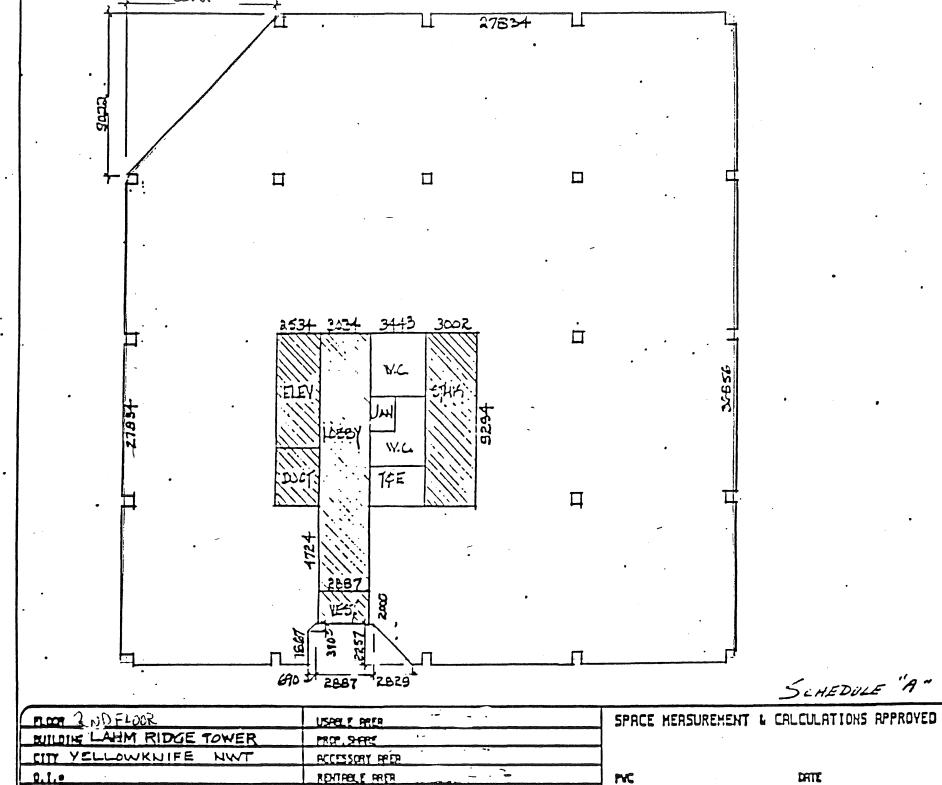
H.12. REGISTRATION

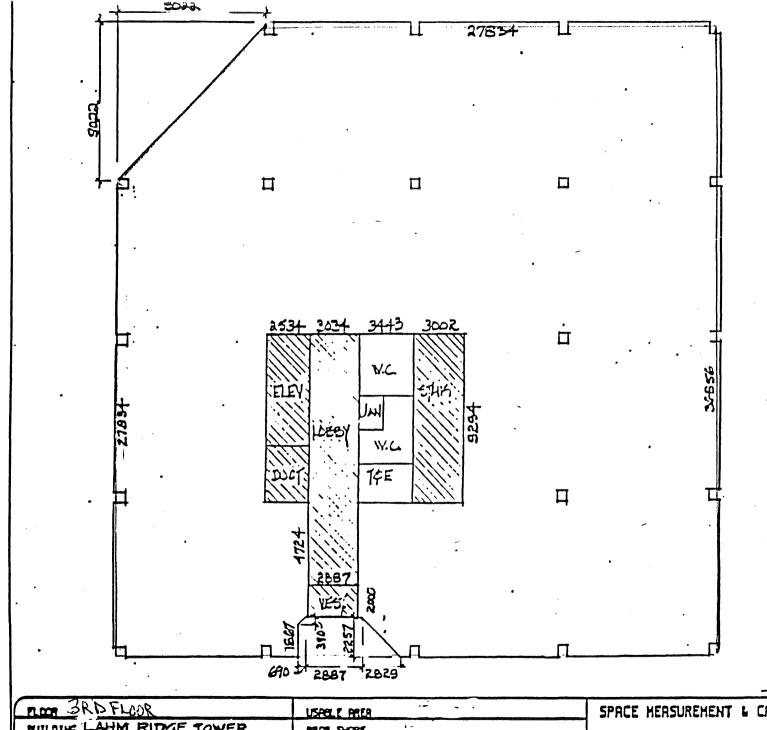
It is the intention of the Landlord and the Tenant that this Lease be registered against the title to the land on which the Building is situated. Registration and the cost thereof shall be the responsibility of the Tenant but the Landlord shall render all necessary assistance and provide all necessary documents to the Tenant in this regard.

IN WITNESS WHEREOF the Party of the First Part has hereto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set his hand and seal on the day, month and year above written.

	LANDL O RD:			
	LAHM RIDGE INVESTMENTS LTD.			
	Mr. Street			
	per:			
per: Tyn a ccau				
	TENANT:			
THE COMMISSIONER OF THE NORTHWEST TERRITORIES:				
/	$\frac{1}{2}$			
Per				







SCHEDULE "A"

ROW 3RD FLOOR	USPELT PRER	SF
MILLING LAHM RIDGE TOWER	Mar. Sare	
CITY YELLOWKNIFE NWT	ACCESSORY PREP	
Q.1.0	REPRESE PRESE] n
RESP.CTR.	DESTING DATE	

SPACE MERSUREMENT & CALCULATIONS APPROYED

DATE