

FARM LEASE

THIS LEASE made this _____ day of _____, 2022.

LEIF ULRIK THOMSEN & YVONNE MARIE THOMSEN

(hereinafter called the "**Landlord**")

- and-

(hereinafter called the "**Tenant**")

WHEREAS the Landlord is the registered owner of the lands herein described on the attached Schedule "A" located in the municipality of Saddle Hills County.

(hereinafter called the "**Lands**")

NOW THEREFORE WITNESSETH in consideration of the rents hereby reserved and the covenants herein contained, the Landlord hereby leases to the Tenant the said Lands for a term of five years commencing on December 19, 2022 and terminating on December 18, 2027.

The Tenant shall pay to the Landlord annual rent in amount of \$3,600.00 plus GST (\$30.00 per Acre x 120 Acres). The annual rent will be due on or before May 1st of every year during the term of this lease.

The Landlord has agreed to let the Tenant use the handling equipment currently located on the Lands. Should the Tenant choose to use the said handling equipment he will be responsible for maintenance on same. In the case the Tenant decides to forego the use of the handling equipment same will be taken out and sold.

The fencing on the Lands will be up to the Tenant to maintain during the term of this lease. The Tenant shall not be entitled to add improvements or convert the fence for use other than cattle, without the Landlord's permission. Breach of any term of the lease will result in termination of same.

TENANTS COVENANTS

The Tenant covenants with the Landlord as follows:

1. He will at all times during the said term, cultivate, use and manage in a proper husband like manner, the said Lands and will not impoverish or waste the same.
2. He will not, at any time during the said term, use, exercise or carry on, or permit or suffer to be used, exercised or carried on, in or upon the said premises, or any part thereof, any noxious, noisome or offensive act, trade, business, occupation or calling; and no act, matter or thing shall at any time during the said term be done in or upon the said premises, or any part thereof, which shall or may be or grow to the annoyance, nuisance, grievance, damage or any disturbance of the occupiers or owners of the adjoining lands or properties.

3. He will permit the Landlord or his duly authorized agent to enter upon the said Lands to view the state and condition thereof during the said term and to show the said Lands to any prospective purchasers.

4. He will use his best endeavors and approved methods of husbandry to control noxious weeds and comply with all weed notices issued.

5. He will indemnify and save harmless the Landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Landlord may become liable by reason of any breach or non-performance by the Tenant of any covenant, agreement or proviso of this Lease. This indemnity shall, where such breach, non-performance, damage to property, personal injury or death occurs during the term of this Lease, survive termination of this Lease.

LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

1. He shall pay all taxes on the land.

2. He shall, so long as the Tenant shall perform the covenants on his part to be performed, allow the Tenant quiet enjoyment of the said Lands.

MUTUAL COVENANTS

The Landlord and Tenant mutually covenant as follows:

1. In the event that any oil or gas exploration or drilling is carried on the said Lands, or in the event of any pipeline or any other facility construction, the Landlord shall be entitled to all monies in respect thereof, save and except for payment for damage to crops. The Tenant hereby appoints Landlord as his agent in negotiating the same.

2. The Landlord shall be entitled to receive any form of government payment or subsidy which is related directly to the Lands.

3. The Landlord shall be entitled at any time during the Term, to sell the said Lands subject to the terms hereof.

4. Any notice required to be given by the Landlord to the Tenant or from the Tenant to the Landlord under this Lease shall be deemed to be sufficiently given if emailed to the addresses below:

LANDLORD: ymariethomsen@gmail.com

TENANT: _____

5. It is agreed between the parties hereto that the terms "Landlord" and "Tenant" as herein used shall include the masculine, feminine and neuter gender and plural where required by the context. These presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns respectively.

6. The parties hereto agree that this Offer shall be construed and governed in accordance with the laws of the Province of Alberta.

7. This agreement may be executed in any number of counterparts with the same effect as if the parties all signed the same document. All counterparts shall be construed together and shall constitute one instrument; and, a signed facsimile or electronic copy shall be recognized as valid and binding.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year above first written.

LANDLORD:

SIGNED AND DELIVERED IN THE)
PRESENCE OF:)
)
)
)

Witness

LEIF ULRIK THOMSEN

SIGNED AND DELIVERED IN THE)
PRESENCE OF:)
)
)
)

Witness

YVONNE MARIE THOMSEN

TENANT:

SIGNED AND DELIVERED IN THE)
PRESENCE OF:)
)
)
)

Witness

SIGNED AND DELIVERED IN THE)
PRESENCE OF:)
)
)
)

Witness

SCHEDULE "A" - PROPERTY

MERIDIAN 6 RANGE 10 TOWNSHIP 82

SECTION 13

QUARTER SOUTHWEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 0926228 ROAD	0.404	1.00

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

EXCLUDING +/- 39 ACRES AS PER THE SKETCH BELOW:

