

SCHEDULE "A"
ACCESS EASEMENT AGREEMENT

THIS AGREEMENT MADE AS OF 30th day of November, 2009

BETWEEN:

The City of Edmonton
19th Floor Century Place, 9803 - 102A Avenue NW
Edmonton, Alberta T5J 3A3
("Owner")

- And -

SHELL CANADA PRODUCTS
400 - 4th Avenue SW
Calgary, Alberta T2P 2H5
("Shell")

WHEREAS:

1. Shell, or its predecessors, formerly held an interest in the Property and operated a motor fuel service station from the Property;
2. A Fuel-Handling System may be/is present on the Property;
3. Contamination may be present on the Property;
4. Shell desires the right to access the Property and Owner has agreed to give Shell the right to access the Property in order for Shell to remove the Fuel-Handling System, if any, and to investigate and, if necessary, remove or remediate the Contamination it finds to bring the Property into compliance with the Remediation Criteria.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby conclusively acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

Definitions and Interpretation

1. In this Agreement, including the recitals and schedules hereto, the following meanings shall apply:
 - (a) "Affiliate" means any body corporate or partnership that directly or indirectly controls, is controlled by or is under common control by Shell, and "control" means an ability to exercise a majority voting power or the ownership of the majority of issued share capital or units, or the power to direct or cause a direction of the management of such corporation or partnership by contract or otherwise;

- (b) "Agreement" means this Access Easement Agreement and any Schedules incorporated by reference herein;
- (c) "Contamination" means the presence in the soil or groundwater on, in or under the Property, of any metals, solvents, hydraulic oils, waste oils, or any other refined hydrocarbon substances (or substances attributable to refined hydrocarbons), or any other chemical in concentrations exceeding the Remediation Criteria (collectively the "Substances");, provided, or to the extent that the presence of said Substances on the Property is as a result of either (i) the past operation of a motor fuel service station by Shell or its predecessors on the Property, or (ii) the actions after the date of this Agreement of Shell or any person for whom Shell is at law responsible in accessing the Property pursuant to the terms of this Agreement;
- (d) "Corrective Action" means:
 - (i) the removal of the Fuel-Handling System, if any;
 - (ii) the removal or demolition, in part or in whole, of any buildings, improvements, fixtures, appurtenances or attachments on the Property, provided such removal or demolition is limited to the extent reasonably necessary to enable further Corrective Action to safely occur;
 - (iii) those activities which Shell deems necessary to remediate the Contamination to the Remediation Criteria, which may include, but are not limited to, installing monitoring wells, testing, inspecting, boring, conducting engineering studies, surveys, appraisals, environmental studies, remediation operations or other activities as further set out in Schedule "2" hereto; and
 - (iv) obtaining a remediation certificate (the "Remediation Certificate") from Alberta Environment that confirms, to the extent possible, that the Contamination has been remediated to the Remediation Criteria. Notwithstanding the foregoing, Shell will only be obligated to obtain the Remediation Certificate if at the time the Corrective Action has been completed Alberta Environment is issuing remediation certificates, and the content of same will be in accordance with Alberta Environment's then standard wording for remediation certificates, including any customary exceptions;
- (e) "Development" means the development of the Property by Owner;
- (f) "Fuel-Handling System" means underground or above-ground storage tanks, piping, leak detection devices, and related equipment used for the storage and dispensing of petroleum products, used oil and/or other equipment related to the operation of a motor fuel service station;
- (g) "Property" means the property located at 9440 Jasper Avenue NW, Edmonton, Alberta, and legally described as set out in Schedule "1";

- (h) "Remediation Criteria" means for soil, water, groundwater, and soil vapour (as applicable), the applicable provincial assessment and remediation criteria, standards or guidelines including site-specific modifications, as accepted by the governing provincial environmental agency at the time of completion of the Corrective Action, for the Property as commercial property; and
 - (i) "Schedule" means those Schedules attached to this Agreement and incorporated herein by reference.
- 2. The Headings and Clauses of this Agreement and of the Schedules attached hereto are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.
 - 3. Whenever the singular or masculine or neuter is used in this Agreement each shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires.
 - 4. The following Schedules are attached to and form part of this Agreement:
 - Schedule "1" Legal Description of Property
 - Schedule "2" Corrective Action
 - Schedule "3" Form of Confidentiality Letter Agreement
 - Schedule "4" Form of Release
 - 5. If there is any conflict or inconsistency between the provisions of this Agreement and those of a Schedule, then, the provisions of the Schedule shall prevail unless otherwise stated.

Access to the Property

- 6. The Owner hereby consents to Shell, its Affiliates and their respective directors, officers, partners, employees, consultants, agents, contractors and subcontractors accessing and traversing the Property and conducting, at Shell's sole risk and expense, the Corrective Action, all subject to the terms, conditions, limitations and covenants contained in this Agreement which shall include, but are not limited to, the following:
 - (a) any contractor, consultant or agent used by Shell for the Corrective Action (the "Consultant") shall be, in the sole but reasonable discretion of the Owner, acceptable to the Owner, and the Owner shall have the option, but not the obligation, to review and approve, acting reasonably and in a timely manner, any work plan proposed by Shell or the Consultant in respect of the Corrective Action; however, the Corrective Action shall be at the Shell's sole cost and expense;
 - (b) the Owner shall have the right to observe the Corrective action and, subject to the provisions of section 18 hereof, take duplicate samples of any tests that are conducted as part of the Corrective Action.

For the purposes of section 6 only, the definition of Contamination shall be expanded to include any petroleum hydrocarbons or related substances in, on or under other lands

adjacent to the Property and any roads and road allowances adjacent to the Property, such that the Corrective Action Shell is permitted (but not obligated) to undertake hereunder may include remediation activities directed specifically at any Contamination which has migrated off of the Property.

Corrective Action

7. For as long as this Agreement remains in effect, Shell, at its sole expense, agrees to conduct any necessary Corrective Action at the Property in accordance with all applicable municipal, provincial and federal legislation, regulations, by-laws and orders.
8. Shell agrees to obtain, at its sole cost, all necessary or incidental government or regulatory approvals, consents or permits required to conduct the Corrective Action on the Property, and when conducting the Corrective Action, Shell shall comply with all applicable municipal, provincial and federal legislation, regulations, by-laws and orders. Owner agrees to cooperate with Shell and execute any additional documents required including, without limitation, permit applications.
9. The Corrective Action will be completed under the direct supervision of Shell's environmental consultant and is subject to compliance with the directions of any governmental or regulatory authority having jurisdiction.
10. Owner hereby acknowledges and agrees that while Shell is installing or operating any environmental system and related equipment on the Property as part of conducting the Corrective Action, the portions of the Property containing the environmental system and related equipment may be surrounded by fencing and privacy screening to allow for the placement and safe operation of equipment, machinery and any other item necessary in order to carry out the Corrective Action.
11. Owner hereby acknowledges and agrees that while Shell is maintaining or monitoring that portion of the environmental system that is installed on the Property, portions of the Property from time to time, may be temporarily surrounded by barricades to allow for safe and effective access to the environmental system or monitoring wells. Shell will use all reasonable efforts to minimize interference with Owner's use of the Property during such activities.
12. Owner will use all reasonable efforts to preserve undamaged any monitoring wells or environmental systems or related equipment on the Property installed by Shell or on Shell's behalf.
13. Carrying out and completion of the Corrective Action shall in no way be construed as an admission of liability by Shell in respect of any claim by the Owner or any other party for the Contamination, or for any other contamination on, in or under the Property, a portion thereof or adjacent lands, originating from another property, or attributable to any activity on the Property.

Construction on the Property

14. Owner shall provide Shell with written notification at least ninety (90) days in advance of the date on which Owner plans to begin any excavation at the Property related to

Development. Owner shall be responsible for costs and expenses associated with the excavation at the Property related to Development, including any related shoring costs and expenses. Shell shall be responsible for costs and expenses associated with the disposal of contaminated soil and disposal or treatment of contaminated groundwater caused by Shell's or its predecessors prior use of the Property and encountered during the Development, in accordance with the following guidelines and requirements:

- (a) Owner's written notification to Shell shall state the dates during which the construction work will be performed and contain detailed work plans;
- (b) During the ninety (90) day period following the notice from Owner, the parties will coordinate and cooperate with each other in planning the simultaneous performance of the Development and Shell's activities at the Property in such a manner as to minimize cost and time for each party, including:
 - (i) agreeing upon the scope and schedule of the removal activities and the schedule of the transporters and trucks needed for disposal;
 - (ii) where possible using the Owner's contractors and subcontractors (subject to Shell's prior approval of said contractors and subcontractors, not to be unreasonably withheld), and provided always that Shell will reimburse Owner for all fees and costs which relate to Shell's responsibilities hereunder; and
 - (iii) where required pursuant to provincial occupational health and safety legislation, appointing a "Prime Contractor" or "constructor", and setting out the health and safety rules that will be followed on site.

Owner shall not commence excavation activities on the Property until the expiration of the ninety (90) day notice period;

- (c) Following the expiration of the ninety (90) day notice period as set out above, Owner shall notify Shell no later than forty-eight (48) hours in advance of excavation of any soils at the Property. For purposes of this sub-section, notification may be made by facsimile or electronic mail. Shell will field-screen excavated soils for the presence of Contamination. Shell will collect representative soil samples for analysis of Contamination. Soil with levels of Contamination below the Remediation Criteria will be considered "clean." Soil determined to be "clean" shall be used by Owner for back-filling or other Development purpose at the Property. Owner shall, at its cost and expense, remove and properly dispose of any such clean soil if Owner decides not to use such clean soil for back-filling or other Development purpose. Soil with levels of Contamination above the Remediation Criteria will be considered "contaminated." Owner, under the guidance of Shell, shall segregate contaminated soil from clean soil. Owner shall place, at its sole cost and expense, contaminated soil in trucks provided by Shell (or provided by Owner at Shell's cost and expense as set out in paragraph (b)(ii) above). Shell shall, at its sole cost and expense, transport and properly dispose of any such contaminated soil at a permitted treatment, storage and disposal facility, or any other facility legally capable of accepting such soil;

- (d) Following the expiration of or during the ninety (90) day notice period as set out above, Owner shall notify Shell no later than ninety (90) days in advance of the removal from the Property of any liquids extracted in the course of remediation or excavation at the Property. For purposes of this sub-section, notification may be made by facsimile or electronic mail. Liquids with Contamination levels below the Remediation Criteria will be considered "clean." Owner shall, at its cost and expense remove and properly dispose of any such clean liquids. Liquids with levels of Contamination above the Remediation Criteria will be considered "contaminated." Owner shall place, at its sole cost and expense, such contaminated liquids in trucks or tanks provided by Shell (or provided by Owner at Shell's cost and expense as set out in paragraph (b)(ii) above). Shell shall, in its sole discretion and at its sole cost and expense, treat, transport or transmit and properly dispose of any such contaminated liquids at a permitted treatment, storage and disposal facility, or any other facility (including a sewage facility) legally capable of accepting such liquids;
- (e) Failure of Owner to give Shell notice of Development activities as required herein shall relieve Shell from any responsibility or liability to Owner for any costs, expenses or consequential damages that may result from Owner undertaking such Development activities.

Restoration of the Property

- 15. Upon completion of the Corrective Action contemplated by this Agreement, Shell will restore the surface of the Property to as near the approximate grade as existed prior to said Corrective Action as is reasonably possible, including proper removal of any monitoring well, or if removal is impractical or unsafe given the particular circumstances existing at that time, plugging and abandonment of the monitoring well, all as may be required in accordance with applicable law. Shell shall not be responsible for the repair or replacement of underground utilities (except for public underground utilities damaged by Shell) or other structures (including canopies) on the Property or replacement of the Fuel-Handling System.
- 16. Shell shall use commercially reasonable efforts to minimize any disruption to Owner's business or damage to the Property.
- 17. Owner undertakes to immediately notify Shell as soon as it has knowledge of any circumstances which could reasonably be suspected of causing contamination, in addition to the Contamination, on the Property, or any portion thereof. For further clarification, Shell shall not be responsible for any contamination on the Property caused by or attributable to any contamination originating from another property or any activity, other than by Shell, on the Property.

Reports

- 18. When Shell has any environmental testing or assessment work (the "Testing") conducted on the Property, Owner may have its consultants from a company permitted by the applicable provincial association of professional engineers and geologists monitor Shell's Consultant and, if they choose, collect duplicate samples during the Testing. Both Shell and Owner, acting reasonably, shall have the right to approve the other party's consultant or Consultant.

19. (a) Within thirty (30) days following receipt of same, Shell will provide Owner with any signed environmental reports which it receives from its consultants in respect of the Corrective Action (the "Reports") under a separate cover letter, the form of which is attached as Schedule "3". Owner agrees it will execute and return the confidentiality letter, the form of which is attached as Schedule "3A" in respect of each of same.
- (b) Shell is providing a copy of the Reports to Owner in order to inform and notify Owner of the information therein. Owner acknowledges that Shell does not warrant or assume any liability with respect to the accuracy of the information contained in the Reports. Owner acknowledges that Shell will not be responsible to any person, corporation or other entity, including Owner, for any claims or demands, expenses, liability, loss, costs, claims or damages, direct or indirect, related to or arising from the Reports, or any information contained therein. Owner shall not rely in any way on the information contained in the Reports, and shall conduct its own due diligence, if Owner deems it necessary to do so, in order to verify or confirm the contents therein or to clarify any concerns Owner may have, arising from information presented in the Reports. Any use of or reliance upon the Reports by Owner or any action that suggests Owner has waived its right to perform its own due diligence in conducting its own environmental testing is at Owner's own risk.
- (c) The Reports are further provided under the following conditions:
- (i) subject to any legal requirements on Owner, statutory or otherwise, including without limitation, the *Freedom of Information and Protection of Privacy Act* (Alberta), that Owner not disclose the Reports or any of the information contained therein to any person or other entity, with the exception of Owner's legal counsel, environmental consultant, lender or purchaser, and then, only subject to the terms of subsection (ii) below; and
- (ii) that prior to disclosing the Reports or any of the information contained therein to Owner's outside legal counsel, environmental consultant, lender or purchaser, Owner will require them to sign a letter agreement, in the form attached as Schedule "3A" hereto, and Owner will provide a copy of the endorsed letter agreement to Shell.
20. Upon completion of the Corrective Action, Shell will provide Owner with a final environmental report (the "Final Report") under the same confidentiality requirements as set out above confirming that the Contamination on the Property has been remediated to the Remediation Criteria.
21. Within one hundred and twenty (120) days of receipt of the Final Report, if Owner provides a further environmental report to Shell which confirms that, notwithstanding Corrective Action completed by Shell and the findings in the Final Report, testing undertaken by or on behalf of Owner indicates that Contamination in levels that exceed the Remediation Criteria still exist at the Property (an "Exceedances Report"), Shell shall undertake further Corrective Action to correct such exceedances such that the Property shall then meet the Remediation Criteria. Upon completion of such further Corrective Action, Shell shall provide a further Report to Owner under the same

confidentiality requirements as set out above confirming that the Property meets the Remediation Criteria (the "Additional Final Report").

22. Shell expressly agrees that the Final Report and any Additional Final Report will meet any then current standards that Alberta Environment (or any other governing provincial environmental agency) has for remediation reports. Shell and/or the Owner may provide the Reports, including the Final Report and the Additional Final Report, to the applicable governmental authorities.

Owner Release

23. In consideration of the Corrective Action performed by Shell and within one hundred and twenty (120) days of receipt of the Final Report confirming that the Remediation Criteria have been met, unless the Owner delivers an Exceedances Report to Shell, Owner agrees to execute and provide to Shell a release in the form provided in Schedule "4" to this Agreement (the "Release"). If Owner delivers an Exceedances Report to Shell, Owner shall execute and provide to Shell the Release only upon receipt of the Additional Final Report. Owner may provide the release to Shell's solicitor in trust, pending Shell providing to Owner a registrable discharge of its registration of this Agreement from title to the Property.

Termination

24. One year after the Final Report, or the Additional Final Report, if any, has been delivered to Owner this Agreement shall terminate and Shell shall have no further obligation or responsibility to perform Corrective Action at the Property.

Notices

25. Notices, reports and other communications required by this Agreement shall be effected by personal delivery, mail, courier, fax or having made reasonable attempts to effect notice personally, by registered mail or by electronic communication, provided that receipt of the electronic communication is confirmed, at the following address:

To Shell at:

Shell Canada Products
400-4th Avenue S.W.
P.O. Box 100, Station "M"
Calgary, Alberta
T2P 2H5

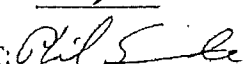
Attention: Seamus Brennan
Real Estate Area Manager
Telephone: (604) 943-7498
Facsimile: (604) 943-8246

34. Time shall be of the essence in this Agreement.
35. This Agreement may be executed by facsimile and counterpart.

APPROVED:

AS TO FORM:

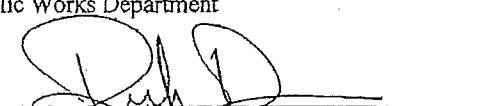
AS TO CONTENT:



THE CITY OF EDMONTON, as
Represented by the Manager of the Land and
Buildings Branch, Asset Management and
Public Works Department

Per:

Rick Daviss (Seal)



SHELL CANADA PRODUCTS
by its managing partner,
SHELL CANADA LIMITED

Per:

David Stanford
Assistant Secretary

Schedule "1"
to Access Easement Agreement
between The City of Edmonton and
Shell Canada Products, dated 30th day of November, 2009
Legal Description of Lands

Plan RN 23 (XXIII), Block 1, Lot 1
Excepting Thereout all Mines and Minerals

Schedule "2"
to Access Easement Agreement
between The City of Edmonton and
Shell Canada Products, dated 30th day of November, 2009

Corrective Action

Corrective Action may include none, some or all of the following activities:

- installation and operation of a remedial system;
- physical removal of Fuel-Handling System
- physical removal and/or other clean-up processes including risk assessment and risk management of the Contamination in the soil, water and groundwater in, on or under the Property;
- monitoring of the remediation system and of the environmental condition of the site, including post-remediation confirmation assessments; and
- restoration of the Property as contemplated by Section 15 of this Agreement.

Physical removal may entail extraction, or it may utilize *in situ* techniques to attenuate the subsurface hydrocarbon concentrations, such as chemical oxidation or enhanced biodegradation, possibly in conjunction with extraction.

Schedule "3"
to Access Easement Agreement
between The City of Edmonton and
Shell Canada Products, dated 30th day of November, 2009
Form of Confidentiality Letter Agreement

(Date)

CONFIDENTIAL

Attention: _____

Dear Sirs:

RE: Environmental Assessment on the property located at 9440 Jasper Avenue NW,
Edmonton, Alberta (the "Property")

Enclosed is a copy of an environmental assessment report prepared by (title) dated (date) in
respect of the Property (the "Report").

Please note that this Report was prepared solely for Shell according to Shell's instructions and for
the sole purpose of providing information to Shell. A copy of the Report is being provided to you,
for your information, as owner of the Property. An environmental assessment conducted by or on
behalf of Shell is conducted for limited, specific purposes. Moreover, the physical state of the
Property may change significantly at any time after the completion of the environmental
assessment.

In light of the previous paragraph, Shell disclaims all liability and makes no representation or
warranty with respect to the Report. Any use of or reliance on the Report is at your own risk.
Subject to any legal requirements on you, statutory or otherwise, including without limitation, the
Freedom of Information and Protection of Privacy Act (Alberta) you must not release any part of
this Report to any person with the exception of your legal counsel, environmental consultant,
lender or purchaser, provided they agree in writing to comply with the terms and conditions set
out in this letter.

This letter and the Report do not release Shell from liability in respect of any contaminant at the
Property for which Shell is in law responsible nor is this letter or the Report an admission of
liability by Shell for the presence of any contaminant at the Property.

If you do not agree with all of the above, you must not read or use the Report and you must return
it to us at the address set forth above without making any copies, without delay.

Yours very truly

Insert Name, Title and Telephone Number
Shell Canada Products

Schedule "3A"
to Access Easement Agreement
between The City of Edmonton and
Shell Canada Products, dated 30th day of November, 2009
Form of Confidentiality Letter Agreement

(Date)

CONFIDENTIAL

Attention: _____

Dear Sirs:

**RE: Environmental Assessment on the property located at 9440 Jasper Avenue NW,
Edmonton, Alberta (the "Property")**

Shell Canada Products ("Shell") has agreed to provide you with a copy of an environmental assessment report prepared by _____ and titled _____ dated _____ in respect of the property (the "Report") provided you agree to receive the Report on the following terms and conditions:

- (1) The Report is and shall remain the exclusive property of Shell;
- (2) A copy of the Report has been provided to you pursuant to the Access Easement Agreement made as of **, 200** between The City of Edmonton and Shell;
- (3) Subject to any legal requirements on you, statutory or otherwise, including without limitation, the *Freedom of Information and Protection of Privacy Act* (Alberta) the Report may not be released, in whole or in part, to any person or other entity with the exception of your legal counsel, your environmental consultant, lender or purchaser, provided that they agree in writing to comply with the terms and conditions set out in this letter;
- (4) Shell makes no representation or warranty concerning (a) the content of the Report; (b) the scope, nature or methodology of the investigations on which the Report is based; (c) the qualifications of the person or entity conducting the assessment or preparing the Report; or (d) the fitness of the Report for any purpose;
- (5) Shell will not be bound by any assertion, conclusion, statement of fact or determination contained in the Report; and
- (6) You hereby release and discharge Shell and its affiliated and related corporations, and all employees, agents, officers and directors thereof, from all liability for any direct, indirect, incidental or consequential, special or exemplary damages resulting from the use of, or reliance upon, the Report, or any portion thereof.

Nothing in this letter or the Report is or shall be deemed to be an admission of liability or responsibility by Shell for the presence of any contaminant at the Property.

Please confirm your acknowledgement and acceptance of the foregoing terms and conditions by executing both of the enclosed copies of this letter, and returning one copy to us. Upon receipt of the executed letter, we will promptly forward you a copy of the Report.

Environmental Geologist/Engineer

Shell Canada Products

Encl.

Executed this day of, 20

Per

Schedule "4"
to Access Easement Agreement
between The City of Edmonton and
Shell Canada Products, dated 30th day of November, 2009

RELEASE

IN CONSIDERATION of Shell Canada Products completing the Corrective Action such that the Remediation Criteria have been met in accordance with the terms of the Access Easement Agreement between The City of Edmonton and Shell Canada Products dated November 30, 2009 (the "Access Agreement"), and other good and sufficient consideration, the fulfillment of which is hereby acknowledged, _____ (hereinafter referred to as the "Releasor") on behalf of itself, its heirs, administrators, successors and assigns does hereby release and forever discharge Shell Canada Products, its Affiliates and each of their respective directors, officers, partners, employees, agents, contractors, subcontractors, consultants, successors and assigns (hereinafter collectively referred to as the "Releasees") of and from any and all actions, causes of actions, claims, costs (including all legal fees on a solicitor and client basis), and demands whatsoever imposed upon, incurred by, sustained by, suffered by or asserted against any one or more of the Releasor and the Releasees, arising from, out of, or in connection with the Contamination on, in, or under the Property, including, without limiting the generality of the foregoing, diminution in the value of the Property, loss of use or damage to the Property, loss of profits, rentals and other business opportunity, increased development costs, and any and all other property damages and damages to natural resources on the Property.

For the purposes of this Release, except to the extent that they are otherwise defined herein, the capitalized terms contained herein shall have the same meanings as ascribed to them in the Access Agreement.

AND THE RELEASOR DOES HEREBY acknowledge and agree that the consideration provided for in this Release is made as a compromise to terminate controversy and not as an admission of liability on the part of the Releasees, and the Releasees do not by these presents or otherwise admit any liability to the Releasor and that such liability is denied.

The Releasor hereby acknowledges that it has read this Release and fully understands its terms, and that it intends the execution of this Release to be a complete and unconditional Release of the Releasees to the greatest extent allowed by law.

If any term of this Release is held to be void, voidable or unenforceable, the Releasor agrees that said term or terms shall be severed from this Release and the remaining terms thereof shall remain in full force and effect.

OWNER

Per: