

SUBLEASE LISTING AGREEMENT

DATED this 18th day of December 2023.

TO: Bedrock Realty Advisors Inc.
1650, 801 – 6th Avenue SW
Calgary, Alberta T2P 3W2

ANAS CANADA for Immigration Inc, (the “Landlord”) hereby appoints Bedrock Realty Advisors Inc. (“Bedrock”) Mr. Brody Wyatt (the “Listing Associates”) as our sole and exclusive broker (the “Listing Broker”) to sublease the space referred to in paragraph 1 (the “Available Space”).

1. The Available Space to be subleased is located on 201– 38th Avenue NE Calgary, Alberta (the “Building”) and consists of 1,733 square feet of office space.
2. Bedrock is to offer the Available Space on the following general terms and conditions:
 - a. Market Rent for lease term (to be determined by the Sub-Landlord);
 - b. Lease term shall be agreed upon between Sub-Landlord and Sub-Tenant;
 - c. The Available Space will be leased on an “as is” basis or as otherwise agreed upon in the offer to lease;
 - d. Sub-Tenant will be responsible for their share of additional rent as provided for in the headlease; and
 - e. Any Sub-Lease will be conditional on approval by the Landlord.
3. Bedrock is to submit all offers to the Sub-Landlord whether or not they comply exactly with the terms and conditions as outlined in paragraphs 1 and 2 above, provided that the Sub-Landlord may at its discretion accept, counter or reject any offers submitted to it.
4. The sub-lease (the “Sub-Lease Agreement”) shall be prepared by Sub-Landlord at its expense.
5. It is understood and agreed that all inquiries received from any source whatsoever with respect to the Available Space will be turned over to Bedrock for immediate action and/or negotiation.
6. The Sub-Landlord agrees to pay Bedrock a Commission Amount (“Commission”) as follows:
 - a. For a Lease Agreement effected by Brody Wyatt, (the “Listing Associates”);
 - I. \$1.50 per square foot per year of the term of Lease Agreement.
 - b. In the event a Lease Agreement is effected by another co-operating broker including co-operating associates of Bedrock, defined as an associate other than the Listing Associates:
 - I. \$2.25 per square foot per year of the term of Lease Agreement.

- II. It is further understood and agreed that Bedrock Realty Advisors as the Listing Associates shall pay the co-operating broker \$1.50 per square foot per year of the term of Lease Agreement and retain \$0.75 per square foot per year of the term.
7. The Sub-Landlord agrees to pay the Commission as per paragraph 6, for any Lease Agreement successfully transacted by the Sub-Landlord during the currency of this agreement, or within sixty (60) days after the termination of this agreement, with any prospect introduced to the Available Space by Bedrock (including co-operating brokers). Bedrock will notify Sub-Landlord in writing within fifteen (15) days of termination of this agreement of the names of these prospects.
 9. There shall be no deduction whatsoever in Commission in the event that free rent and/or any other inducement offered as an inducement to Lease the Available Space.
 10. Upon signing of the Lease Agreement by the Sub-Tenant, Fifty (50%) percent of the Commission for the term of the Lease is due and payable to the Listing Broker. The Sub-Landlord hereby authorizes that the Commission may be deducted from deposit monies held in trust. Said deposit monies shall be made payable to Bedrock Realty Advisors Inc. "In Trust". The remaining Fifty (50%) of the Commission for the term of the Lease Agreement is due and payable to the Listing Broker on the date set for occupancy by the Sub-Tenant of the Available Premises in the Lease Agreement.
 11. The parties to this agreement acknowledge that Bedrock has recommended that the Sub-Landlord obtain advice from their legal counsel prior to signing this document. The parties further acknowledge that the information provided by Bedrock is not to be construed as expert legal or tax advice and the parties are cautioned not to rely on any such information without seeking specific legal or tax advice with respect to their business circumstances.
 12. This agreement shall expire on **September 30, 2024** or earlier upon the fulfillment of the assignment. The Sub-Landlord, at its sole discretion, reserves the right to cancel this agreement upon fifteen (15) days written notice.
 13. **Transaction Brokerage.** We acknowledge that from time to time Bedrock may also be asked to represent a Sub-Tenant or prospective Sub-Tenant of the Available Premises. In the event that Bedrock wishes to represent both us and the Sub-Tenant, or prospective Sub-Tenant, then Bedrock will:
 - (a) immediately advise the Sub-Landlord of its desire to undertake concurrent representation the Sub-Landlord and the Sub-Tenant or prospective Sub-Tenant;
 - (b) provide the Sub-Landlord an opportunity to seek independent advice concerning the joint representation; and
 - (c) obtain the agreement of the Sub-Landlord and the Sub-Tenant, or prospective Sub-Tenant, to a Transaction Brokerage Agreement.
 - (d) In the event the Sub-Landlord is not prepared to enter into the Transaction Brokerage Agreement, then Bedrock will continue to represent the Sub-Landlord only, and Bedrock will advise the Sub-Tenant or prospective Sub-Tenant accordingly.

14. This agreement shall be binding upon the parties and their respective assigns or successors.

15. This agreement shall be governed by the laws applicable to the Province of Alberta.

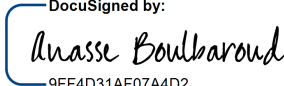
16. It is hereby confirmed that as the Listing Broker, Bedrock Realty Advisors, is acting on behalf of ANAS CANADA for Immigration Inc., as outlined in this agreement.

Unless otherwise advised, it shall be deemed that any co-operating broker or agent to a transaction will act as representative for the Sub-Tenant but be paid a share of the total Commission as set out in paragraph 6 herein.

The above noted terms and conditions are hereby accepted and agreed to:

dated at Calgary this 21 day of December 2023.

ANAS CANADA for Immigration Inc.
("Sub-Landlord")

per: 

Title: Director

We hereby accept the terms of our agreement.

dated at Calgary this ___ day of December 2023.

Bedrock Realty Advisors Inc
("Listing Broker")

per: _____

Title: _____