

RENEWAL LEASE

THIS REWEWAL LEASE made this day ____ of _____, 2025 is

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated pursuant to the *Community Charter* and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "**City**")

AND:

COURTENAY AIRPARK ASSOCIATION (Inc. No. S-17439), a society incorporated under the laws of the Province of British Columbia and having its registered office at Unit A – 110 20th Street, Courtenay, BC, V9N 8B1

(the "**Tenant**")

WHEREAS

- A. Pursuant to the Lease Agreement dated the 1st day of January 2021 (the "**Lease**"), the City leased to the Tenant the lands and premises more particularly described as follows:

PID: 000-892-149, Lot 1 of Section 66, Comox District, Plan 14942 except any portion of the bed of the Courtenay River;

PID: 000-892-068, Lot A, Section 66 and 67, Comox District, Plan 14521 except any portion of the bed of the Courtenay River;

PID: 004-154-665, Lot 1 Section 68, Comox District, Plan 15512 Licence of Occupation, Crown License No. V933091;

Lease Area A Plan EPP99020; and

Float plane ramp and float plane dock,

(herein collectively called the "**Airpark**")

for a term of five (5) years (the "**Term**"), commencing on the 1st day of January 2021 and expiring on the 31st day of December 2025 upon the terms and conditions set out in the Lease;

- B. Under the terms of the Lease, the Tenant was granted the right to renew the Lease for a further term (the "**Renewal Term**") of five (5) years;
- C. the Tenant has requested that the City grant to the Tenant the Renewal Term under the terms of this renewal lease (the "**Renewal Lease**");

D. the Tenant continues to occupy the Airpark upon the same terms and conditions in the Lease.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of mutual covenants and agreements herein set forth, the City and the Tenant covenant and agree as follows:

1. The City hereby confirms that notice to renew the Lease has been given by the Tenant in accordance with the terms of the Lease.
2. Under the right of renewal contained in the Lease, and in consideration of the premises and of mutual covenants and agreements hereinafter respectively reserved and contained, the City hereby grants the Tenant a Renewal Lease of the Airpark for a Renewal Term commencing January 1, 2026 and ending on December 31, 2030.
3. It is understood and agreed by the parties that section 4 subsection (d) of the Lease shall be amended to read, "The Tenant shall pay the City its share of the Aircraft Parking Fees for the prior year by February 15th of each current year of the Term in respect of Parking Fees collected".
4. It is understood and agreed by the parties that section 4 subsection (f) of the Lease shall be amended to read, "The Tenant shall provide such documentation and financial records for the prior year by February 15th of each current year of the Term as the City may reasonably require to confirm the amount of Aircraft Parking Fees payable to the City under this Agreement".
5. The Tenant covenants and agrees to pay to the City Base Rent in the amount of ONE DOLLAR (\$1.00) per year, in accordance with the terms of the Lease, and to be paid in advance on the first day of each year of the Renewal Term, or as the City may in writing direct.
6. The parties hereby acknowledge and agree that the Tenant shall pay all Additional Rent, from time to time upon demand, all other sums payable to the City during the Renewal Term, in accordance with the terms of the Lease.
7. The Tenant covenants and agrees to pay 50% of the Aircraft Parking Fees levied by the Tenant for the parking of aircraft at the Airpark in each year of the Renewal Term. The Tenant shall charge an amount of annual Aircraft Parking Fees for the first year of the Renewal Term of SIX HUNDRED AND EIGHT DOLLARS (\$608.00) per hangar, in accordance with the terms of the Lease. In each year following this amount shall be increased by the Consumer Price Index for British Columbia.
8. It is understood and agreed by the parties that section 4 of the Lease shall be amended to add subsection (h) which will read, "In addition to Base Rent payable under subsection (a) the Tenant shall remit to the City 30% of net fuel sale profits from the self-serve fuel pump on the Premises (the "Aircraft Fuel Sales") throughout the Term of the Lease and in each

year of the Renewal Term.” The Tenant covenants and agrees to pay to the City Aircraft Fuel Sales in accordance with this Renewal Lease and to the same extent as if incorporated in the Lease.

9. The parties hereby acknowledge and agree that a Baseline Investigation, including the installation of Baseline Monitoring Works, was completed by Lewkowich Engineering Associates Ltd., as required by the Lease. The City confirms receipt of the report dated November 29, 2021, and accepts the contents therein.
10. The parties hereby acknowledge and agree that a Recurrent Investigation was completed by Trillium Environmental Ltd., as required by the Lease. The City confirms receipt of the report dated July 3, 2024, and accepts the contents therein.
11. The parties hereby acknowledge and agree that a Historical Report Review and Opinion was completed by Active Earth Engineering Ltd., dated September 10, 2025, and provided to the City at the request of the City. The Tenant is in receipt of the report and accepts the contents therein. The Tenant covenants and agrees that all future Investigations of the Premises will be in accordance with the recommendations provided in this report and to the same extent as if incorporated in the Lease.
12. The Tenant covenants and agrees to conduct such Investigations of the Premises, the cost of which Investigations will be borne by the Tenant, in accordance with the Lease.
13. It is understood and agreed by the parties that section 26 of the Lease shall be amended to add subsection (j) which will read, “The Tenant shall at its own expense, throughout the Term of the Lease, make reasonable efforts to secure and maintain in force during the Term of the Lease, or any renewal thereof, Environmental Impairment Liability Insurance, with a policy effective date of January 1, 2027, this Environmental Impairment Liability policy is in addition to the insurance required under subsection (a) and (b) of the Lease. The parties hereby acknowledge and agree that if reasonable efforts are made and the Tenant is unable to secure Environment Impairment Liability Insurance, the Tenant will during the Term of the Lease, or any renewal thereof, pay a proportional amount of the City’s Environmental Liability Insurance policy premium.”
14. By executing this Renewal Lease, both the City and the Tenant agree that the Tenant has exercised its first Renewal Term in accordance with the terms of the Lease and two (2) additional five (5) year Renewal Terms are available, if granted and approved by the municipal Council of the City under the terms of the Lease.
15. This Renewal Lease is expressly made a part of the Lease to the same extent as if incorporated in the Lease, and the parties agree that all agreements, covenants, conditions, and provisions contained in the Lease, except as amended or altered in this Renewal Lease, will be and remain unaltered and in full force and effect during the Renewal Term. The City and the Tenant acknowledge and agree to perform and observe, respectively, the obligations of the City and the Tenant under the Lease as renewed and modified hereby.

16. All terms capitalized in this Renewal Lease and not otherwise defined in this Renewal Lease will have the same meaning as in the Lease.
17. The parties hereto ratify, confirm and agree that the Lease is presently in full force and effect and that all terms, covenants and provisions thereof, as amended by this Renewal Lease, are fully and effectually binding upon them.
18. Time shall remain of the essence.
19. This Renewal Lease shall enure to the benefit of and be binding upon the parties hereto and their respective legal representatives, heirs, executors, administrators, successors and permitted assigns.
20. This Renewal Lease may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any facsimile or electronic transmittal of original signature versions of this Renewal Lease shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

[INTENTIONALLY LEFT BLANK]

As evidence of their agreement, to be bound by the above terms and conditions, the parties have executed this agreement on the respective dates written below.

THE CORPORATION OF THE CITY OF)
COURTENAY, by its authorized signatories,)
signed in the City of Courtenay, Province)
of British Columbia, this _____ day of)
_____, 2025)

_____)
Adam Langenmaier, Director of Financial Services)
I have the authority to bind the corporation.)

COURTENAY AIRPARK ASSOCIATION)
by its authorized signatories, signed in the City of)
Courtenay, Province of British Columbia,)
this _____ day of _____, 2025)

_____)
Print Name: _____)

_____)
Print Name: _____)