## LEASE

THIS AGREEMENT MADE THIS $\qquad$ DAY OF $\qquad$ , 2013.

BETWEEN:

## THE CITY OF REGINA

(the "City")

- and -


## SPOGER HOLDINGS INC.

a corporation duly incorporated with the Province of Saskatchewan (the "Lessee")

WHEREAS the City owns the lands located in the City of Regina in the Province of Saskatchewan, legally described as:

Surface Parcel \#202833413
SE $1 / 4$ Section 9, Township 18, Range 19, Extension 6
West of the Second Meridian
(the "Lands")
AND WHEREAS the Lessee wishes to Lease a portion of the Lands consisting of approximately 3,874 square metres and more particularly identified in the attached Schedule "A" (the "Leased Premises").

## NOW THEREFORE THIS AGREEMENT WITNESSETH:

## DEMISE

1. In consideration of the rents, covenants and agreements hereinafter contained, the City leases to the Lessee and the Lessee rents from the City the Leased Premises. The Lessee accepts the Leased Premises absolutely on an "as is" basis.

## TERM

2. The term of this Lease shall commence on the 1st day of October, 2013 and end on the 30th day of September, 2023 unless terminated earlier pursuant to the provisions of this Lease (the "Term").
3. There will be no further right to renew or extend the Term.

## RENT PAYABLE

4. The Lessee agrees to pay to the City, as gross annual rent, the sum of Two Thousand Four Hundred Dollars $(\$ 2,400.00)$ per annum plus GST in the amount of One Hundred Twenty Dollars (\$120.00).
5. The annual rent and applicable taxes shall be due on the 1 st day of October in each year of the Term. Rent for the fraction of a year either at the end of the Term or in the event that the Lease is terminated before the end of the Term shall be calculated on a pro rata basis.

## LESSEE'S COVENANTS

6. The Lessee covenants and agrees:
(a) to insure the Leased Premises during the whole term of the Lease by obtaining Public Liability Insurance in an amount of no less than Three Million Dollars ( $\$ 3,000,000.00$ ) and to deliver a copy of the policy of insurance to the City;
(b) to indemnify and save harmless the City from any and all manner of claims, damages, loss, costs and charges whatsoever occasioned to, suffered by or imposed upon the City or its property, either directly or indirectly, in respect of any matter or thing in consequence of, in connection with or arising out of the occupancy or use of the Leased Premises by the Lessee;
(c) to neither do nor permit to be done in or on the Leased Premises or Lands anything which may be a nuisance or anything which may be contrary to law;
(d) to keep and maintain the Leased Premises, in a good and substantial state of repair, including landscaping, at the sole cost of the Lessee, and, on the expiration or termination of this Lease, to yield up to the City the Leased Premises in a good and substantial state of repair;
(e) to do no alteration of the Leased Premises without first obtaining the written permission of the City and to not lay nor permit any waste to the Leased Premises;
(f) to permit the employees and agents of the City to enter upon and inspect the Leased Premises at all reasonable times for the purpose of ascertaining that the provisions of this Lease are being faithfully observed;
(g) to keep the Leased Premises and title to the Lands free and clear of all liens or charges;
(h) to not assign or sublet the Leased Premises or any part of the Leased Premises without first obtaining the written permission of the City; and
(i) to accept this Lease and to be subject to all conditions, restrictions, and covenants set forth.

## REPRESENTATIONS

7. The Lessee acknowledges that the Lands are not serviced, nor shall be serviced by the City. The Lessee shall be responsible for all costs associated with obtaining all necessary utilities to the Lands, including power, gas, telephone and cable services.

## DEFAULT BY LESSEE

8. If the Lessee fails to observe any covenant or breaches any term or condition of this Lease, the City shall advise the Lessee by written notice of the default or breach alleged by the City. If the default or breach is not then remedied within thirty days after notice has been given to the Lessee, the City may, at its option, terminate the Lease by further notice in writing delivered to
the Lessee by registered mail or by personal service upon the Lessee at its registered or business office in the City of Regina.

## QUIET ENJOYMENT

9. The City covenants and agrees that upon the Lessee performing and observing the covenants and conditions of this Lease, to allow the Lessee quiet enjoyment of the Premises for the term granted.

## TERMINATION

10. This Lease may be terminated and put to an end, at the option of either party, for any reason, upon Ninety (90) days' written notice to the other party.
11. In the event of termination or expiry of the lease, the Lessee will be solely responsible for relocation and in no event shall the City incur any costs or reimburse the Lessee for leasehold improvement or relocation expenses or be responsible for obtaining an alternate facility for the Lessee.

## NOTICE

12. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered or mailed by prepaid registered mail to the address below and any notice so mailed shall be deemed to have been received on the second day following the day of mailing:
(a) The City: Manager, Real Estate Division
$12^{\text {th }}$ Floor, Hall
P.O. Box 1790

Regina, Saskatchewan S4P 3C8
(b) The Lessee: Spoger Holdings Inc.

2475 Elphinstone Street
Regina, Saskatchewan S4S 6Y5

## INTERPRETATION

13. This Lease constitutes the whole of the Agreement between the parties and any amendment to the Agreement must be in writing and signed by the parties to be of any effect.
14. This Lease and its provisions shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns as the case may be. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.
15. This Lease and its provisions shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising under or by virtue of this Lease shall be deemed to have arisen at the City of Regina in the Province of Saskatchewan and the action shall be entered and tried in the Judicial Centre in which the City of Regina is situate.
16. The covenants, agreements and indemnification by the Lessee contained in this Article shall survive the expiration or earlier termination of this Lease notwithstanding anything herein contained to the contrary.

IN WITNESS WHEREOF the City has executed this Lease by affixing its corporate seal and under the hands of its City Clerk and the Lessee has duly executed this Lease


## Affidavit Verifying Corporate Signing Authority (if no corporate seal)

I, $\qquad$ of $\qquad$ in the Province of $\qquad$
make oath and say that:

1. I am $\qquad$ of $\qquad$ named in this document. (position) (Corporation Name)
2. I am authorized by the corporation to execute the document without affixing a corporate seal.

Sworn before me at $\qquad$
in the Province of
on $\qquad$
Date (day, month, year)
Corporate Officer Signature

A Commissioner for Oaths in and for Saskatchewan OR Notary Public for the Province of

My commission/appointment expires

$$
工 \begin{aligned}
& \text { Date (day, month, year) } \\
& \text { OR Being a Solicitor }
\end{aligned}
$$

SCHEDULE "A"


