

543 BUSINESS PARK

INFORMATION PACKAGE

BROUGHT TO YOU BY:



GRASSROOTS
REALTY GROUP

GULIKERVIS
REAL ESTATE GROUP

TEAM
AUCTIONS
Sekura Auctions Since 1966

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OVERVIEW



Don't miss this opportunity to acquire three outstanding commercial properties, for sale by unreserved auction online from September 12 -14, 2023.

Strategically located in the Shackleford Industrial Park in Lethbridge, there is an abundance of drive-by traffic on 43rd Street North. Sufficient parking surrounds the buildings which can be accessed off of 41st Street North.

We have conveniently split the property into three parcels, ranging from 5,224 square feet to 10,096 square feet. Whether you are a small business owner looking for your own commercial space, or a savvy investor adding to your portfolio, the 543 Business Park has options for you! These units are still young and in excellent condition, currently all fully leased to a diversity of strong tenants.

Register or inquire today for your chance to bid on an excellent and safe investment opportunity. Mark your calendars and be ready to bid on September 12th!

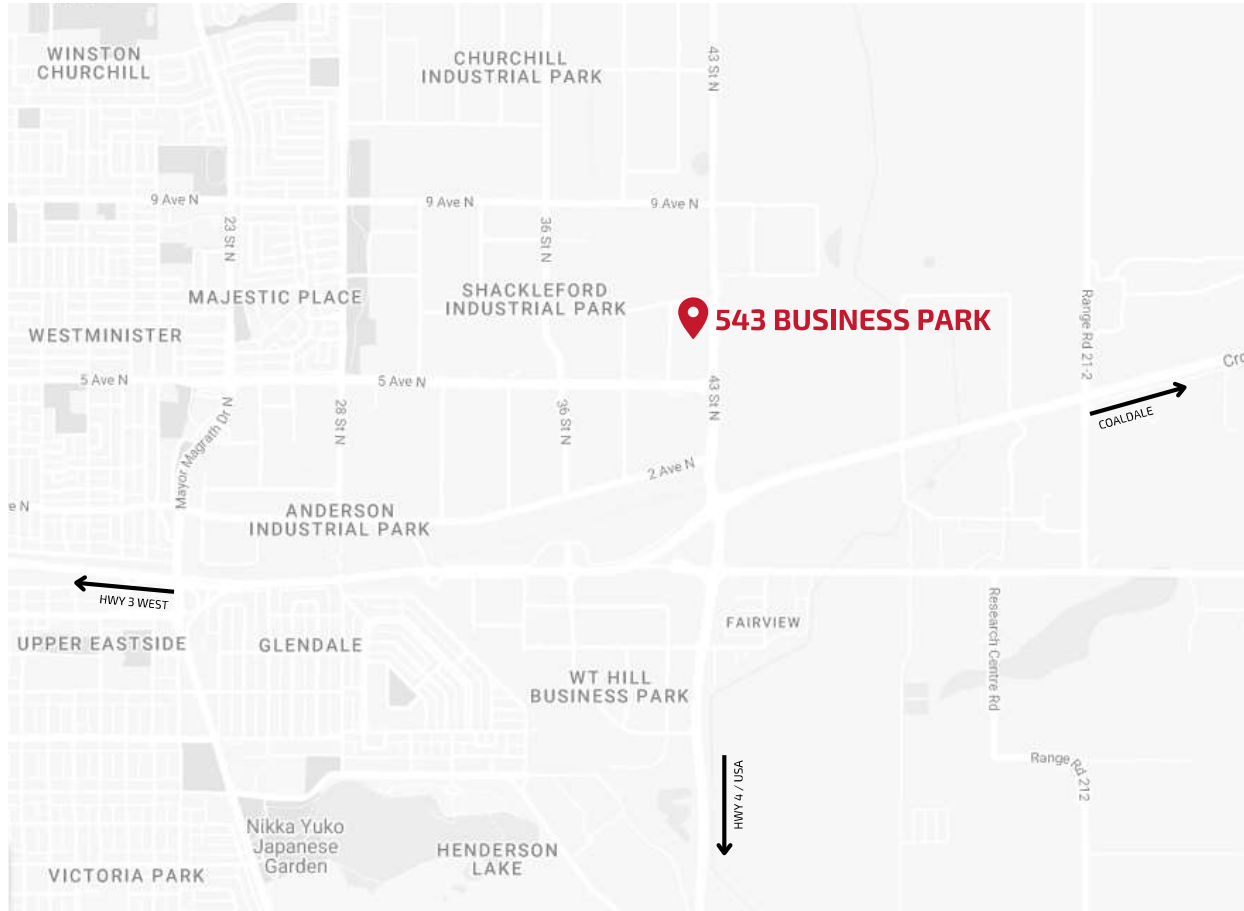


CONSTRUCTION



YEAR BUILT	2013
FOUNDATION	CONCRETE FOUNDATION WALLS ON STRIP FOOTINGS
SUPERSTRUCTURE	STRUCTURAL STEEL FRAMEWORK
FLOOR STRUCTURE	REINFORCED CONCRETE STRUCTURAL SLABS
CLEAR HEIGHT	APPROXIMATELY 24 FEET IN WAREHOUSE AREAS
EXTERIOR WALLS	PRE-CAST CONCRETE PANELS
WINDOWS/DOORS	COMMERCIAL DOUBLE PANED GLASS IN ALUMINUM FRAMES
HEATING/COOLING	ROOFTOP HVAC UNITS / RADIANT TUBE UNITS IN WAREHOUSE AREAS
ELECTRICAL	400 AMP SERVICE WITH 100 AMP SPLINTER BOXES
LIGHTING	FLUORESCENT FIXTURES
LIFE SAFETY/SECURITY	WET SPRINKLER SYSTEM
LOADING	GRADE LOADING ONLY
PARKING	ON-SITE, PAVED
SITE IMPROVEMENTS	FENCED YARD

LOCATION



543 41 Street North, Lethbridge, AB

Next to our location, you can find other commercial businesses such as VersaCold Group, Southern Irrigation, Gregg Distributors, and Volker Stevin Highways. We are also located near Highways 3 and 4, busy routes full of traffic from the US border to Calgary.

**543 BUSINESS
PARK**



PARCEL 1



PARCEL 2



PARCEL 3

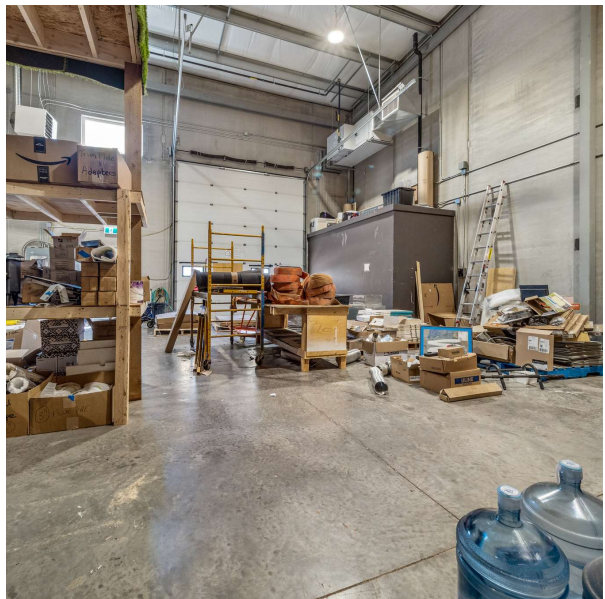
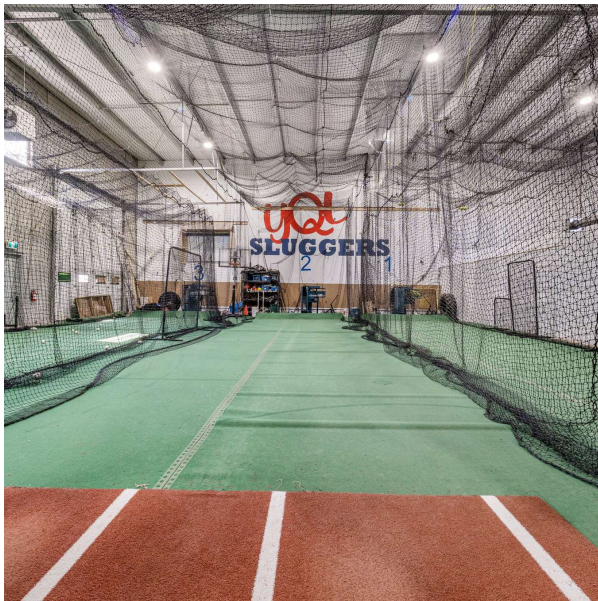
PARCEL ONE



SIZE: 9,998 SQ. FT.
APPRAISED VALUE: \$2,065,797
ANNUAL TAXES: \$32,052.04

#561, 543 41 Street North, Bay #1-4

Parcel One is located closest to the entrance on 41st Street North. The nearly 10,000 square feet of space is currently home to two amazing businesses; DropZone Golf, and YQL Sluggers.



PARCEL ONE



TITLES



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 555 745 2311297;12 231 199 456 +2

LEGAL DESCRIPTION
CONDOMINIUM PLAN 2311297
UNIT 12
AND 245 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;21;9;4;NE

MUNICIPALITY: CITY OF LETHBRIDGE

REFERENCE NUMBER: 161 234 196 +6

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

231 199 456 29/06/2023 CONDOMINIUM PLAN

OWNERS

SOUTHERN DRIP IRRIGATION LTD.
OF P.O .BOX 390
9259 MAIN STREET
CHILLIWACK
BRITISH COLUMBIA V2P 6K2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

021 424 422 02/12/2002 UTILITY RIGHT OF WAY
 GRANTEE - THE CITY OF LETHBRIDGE.
 AS TO PORTION OR PLAN:0214067

121 017 279 19/01/2012 MORTGAGE
 MORTGAGEE - THE BANK OF NOVA SCOTIA.
 PO BOX 48700
 BENTALL CENTRE,595 BURRARD ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

231 199 456 +2

NUMBER DATE (D/M/Y) PARTICULARS

VANCOUVER

BRITISH COLUMBIA V7X1V6

ORIGINAL PRINCIPAL AMOUNT: \$7,000,000

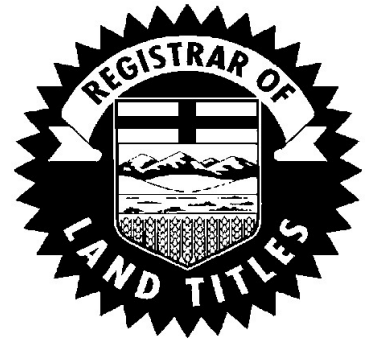
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 30 DAY OF JUNE,
2023 AT 10:12 A.M.

ORDER NUMBER: 47670298

CUSTOMER FILE NUMBER: 22-15734



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 555 753 2311297;13 231 199 456 +3

LEGAL DESCRIPTION
CONDOMINIUM PLAN 2311297
UNIT 13
AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;21;9;4;NE

MUNICIPALITY: CITY OF LETHBRIDGE

REFERENCE NUMBER: 161 234 196 +6

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

231 199 456 29/06/2023 CONDOMINIUM PLAN

OWNERS

SOUTHERN DRIP IRRIGATION LTD.
OF P.O .BOX 390
9259 MAIN STREET
CHILLIWACK
BRITISH COLUMBIA V2P 6K2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

021 424 422 02/12/2002 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF LETHBRIDGE.
AS TO PORTION OR PLAN:0214067

121 017 279 19/01/2012 MORTGAGE
MORTGAGEE - THE BANK OF NOVA SCOTIA.
PO BOX 48700
BENTALL CENTRE,595 BURRARD ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

231 199 456 +3

NUMBER DATE (D/M/Y) PARTICULARS

VANCOUVER

BRITISH COLUMBIA V7X1V6

ORIGINAL PRINCIPAL AMOUNT: \$7,000,000

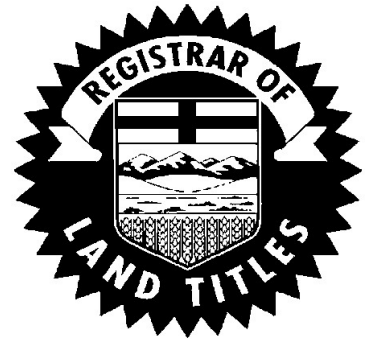
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PLAN SHEET

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 30 DAY OF JUNE,
2023 AT 10:12 A.M.

ORDER NUMBER: 47670311

CUSTOMER FILE NUMBER: 23-15734



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 555 760 2311297;14 231 199 456 +4

LEGAL DESCRIPTION
CONDOMINIUM PLAN 2311297
UNIT 14
AND 238 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;21;9;4;NE

MUNICIPALITY: CITY OF LETHBRIDGE

REFERENCE NUMBER: 161 234 196 +6

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

231 199 456 29/06/2023 CONDOMINIUM PLAN

OWNERS

SOUTHERN DRIP IRRIGATION LTD.
OF P.O .BOX 390
9259 MAIN STREET
CHILLIWACK
BRITISH COLUMBIA V2P 6K2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

021 424 422 02/12/2002 UTILITY RIGHT OF WAY
 GRANTEE - THE CITY OF LETHBRIDGE.
 AS TO PORTION OR PLAN:0214067

121 017 279 19/01/2012 MORTGAGE
 MORTGAGEE - THE BANK OF NOVA SCOTIA.
 PO BOX 48700
 BENTALL CENTRE,595 BURRARD ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

231 199 456 +4

NUMBER DATE (D/M/Y) PARTICULARS

VANCOUVER

BRITISH COLUMBIA V7X1V6

ORIGINAL PRINCIPAL AMOUNT: \$7,000,000

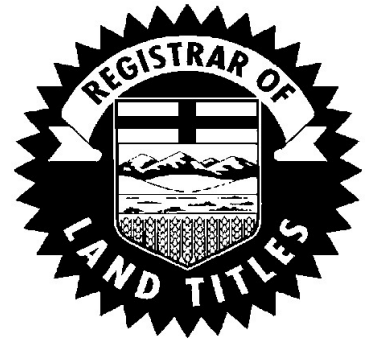
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 30 DAY OF JUNE,
2023 AT 10:12 A.M.

ORDER NUMBER: 47670321

CUSTOMER FILE NUMBER: 23-15734



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .

PARCEL ONE



LEASE AGREEMENTS


LEASE SUMMARY, 543 BUSINESS PARK LTD.

This Lease Summary dated the 20th day of May, 2020

BETWEEN: 543 BUSINESS PARK LTD. (the "Landlord")

AND: Mike Mulroy o/a Drop Zone Golf Centre (the "Tenant")

- UNIT 1 + 2 D.P. M.M.
1. Civic Address of the Premises: Unit 2, Building 561,
543 41st street N. Lethbridge, AB
2. Area of the Premises: Approximately 5000 ~~2500~~ sq ft. of ground floor. D.P. M.M.
3. Fixturing Period: July 1, 2020-July 31, 2020
4. Free Rent Period (tenant responsible for operating costs): Aug 1, 2020-Nov 30, 2020
5. Term: Length: 5 years, + free rent and fixturing period
Commencement Date: July 1, 2020
Expiration Date: November 30, 2025
6. Basic Rate
- | |
|------------------------------|
| \$ <u>7.50</u> sq ft. year 1 |
| \$ <u>8.00</u> sq ft. year 2 |
| \$ <u>8.50</u> sq ft. year 3 |
| \$ <u>9.00</u> sq ft. year 4 |
| \$ <u>9.50</u> sq ft. year 5 |
7. Additional Rent: Billed monthly starting on Commencement Date,
currently estimated at \$4.00 per square foot per year.
8. Payment Due on or before the start of each month.
First payment will include first and last months' rent
9. Use of Premises: The Tenant shall use the Leased Premises solely for the
purposes of Golf Training/Simulator.
10. Tenant's Trade Name: Drop Zone Golf Centre
11. Tenant's Address for Notices: #2, 561 – 41 Street North, Lethbridge, AB T1H 7B6

 7/11/23



BANKERS COMMERCIAL REAL ESTATE

COMMERCIAL REAL ESTATE AGREEMENT TO LEASE

Landlord: 543 Business Park Ltd

Tenant: Mike Mulroy c/o Drop Zone Golf Centre

The Tenant offers to lease the Space on the following terms and conditions:

1. THE LEASED SPACE

- 1.1. Municipal address: #2 561 41st Street North, Lethbridge AB
- 1.2. Legal Description: Lot/Unit: 7 Block: 24 Plan: 131 0294
- 1.3. The leased Space shall comprise an area of 2500 square feet, more or less, such area is to be measured and determined in accordance with the Landlord's standard form of lease (the "Lease") on the plan as outlined on the attached Schedule 'A', being all or a portion of the lands described in clauses 1.1 and 1.2.

2. TERM

- 2.1. The Lease shall be for a term of FIVE (5) years and 5 months commencing on July 1, 2020 and terminating on November 30, 2025

3. BASIC RENT

- 3.1. Annual Basic Rent shall be payable monthly, in advance, as follows:

- Year 1: \$7.50 per square foot (Starting December 1, 2020)
- Year 2: \$8.00 per square foot (Starting December 1, 2021)
- Year 3: \$8.50 per square foot (Starting December 1, 2022)
- Year 4: \$9.00 per square foot (Starting December 1, 2023)
- Year 5: \$9.50 per square foot (Starting December 1, 2024)

- 3.2. The Tenant will be given access to these premises from July 1, 2020 to July 31, 2020 for the purpose of planning and pre-construction permitting for leasehold improvements. During this interval the Tenant will not be responsible for any rent or additional rents. Utilities to be moved into Tenants starting at this period.

- 3.3. The Tenant will be given free rent from August 1, 2020 to November 30, 2020 for the purpose of installing leasehold improvements and business setup. During this interval the Tenant will be responsible for all operating costs.

4. ADDITIONAL RENT


- 4.1. Common Expenses shall be estimated by the Landlord from time to time and the Tenant shall pay its proportionate share of such Common Expenses as Additional Rent monthly, in advance, on the first day of each month. Such proportionate share is to be determined in accordance with the Lease. Common Expenses shall be adjusted by the Landlord in accordance with the Lease.
- 4.2. The Tenant's proportionate share of Common Expenses (not including the Tenant's direct costs is currently estimated at FOUR (\$4.00) Dollars per square foot per annum.
- 4.3. See Additional Rent Schedule attached.

5. G.S.T.

- 5.1. The Tenant shall pay GST on all Annual Basic Rent and Additional Rent where applicable.

6. DEPOSITS

- 6.1. The sum of FIVE THOUSAND (\$5000.00) DOLLARS including GST, is delivered in trust to BANKERS COMMERCIAL REAL ESTATE five business days after acceptance, as a deposit to be applied, if the Tenant is not in default, toward the first month (s) and last month (s) rental or to be returned forthwith if this offer is not accepted.
- 6.2. The Deposit will be deposited no later than the second Business Day following the day that the Brokerage receives it.
- 6.3. The Deposits shall be held in trust for both the Landlord and the Tenant and shall be:
 - a) refunded forthwith to the Tenant if the offer is not accepted, a condition is not satisfied or waived (as per clauses 12.5 and 12.6) or the Landlord fails to perform this Agreement; or

Landlord's Initials 

Tenant's Initials 



BANKERS COMMERCIAL REAL ESTATE

- b) forfeited to the Landlord if the offer is accepted and all conditions are satisfied or waived and the Tenant fails to perform this Agreement.
- 6.4. If there is a dispute between the Landlord and the Tenant as to entitlement to the Deposit, then:
 - a) the Brokerage holding the deposit shall review the circumstances, determine entitlement and pay the money to the party who is entitled to the Deposit;
 - b) if no reasonable conclusion can be made in regard to (a) above, the brokerage shall notify the parties to the Agreement in writing and shall pay the money into a lawyer's trust account;
 - c) the parties agree to allow the lawyer and/or brokerage to deduct from the deposit a reasonable fee and costs incurred for dealing with the deposit.
 - d) a brokerage and/or lawyer acting in good faith under this clause shall not be liable to either party for any damages associated with the handling of the deposit except as arising from the negligence of the brokerage or lawyer.
- 6.5. If the Tenant fails to execute the Lease presented by the Landlord or fails to take possession of the Leased Space, the deposits received shall be forfeited to the Landlord by way of partial payment of liquidated damages and not as a penalty without prejudice to any other rights of the Landlord, including the balance of damages payable to the Landlord.
- 6.6. If the Landlord fails to give possession as set out herein, the Tenant shall cancel this Agreement, withdraw its deposits and take such remedies as the Tenant has to law.

7. POSSESSION

- 7.1. The Landlord agrees to give the Tenant access to and vacant possession of the Leased Space no later than **12 noon on June 18, 2020**, subject to execution of the Lease, the Tenant's placement of the insurance required by the Lease and the Tenant transferring all applicable metered utilities for the Leased Space to the Tenant's name.

8. CONDITION OF LEASED SPACE

- 8.1. The Tenant has inspected the Leased Space and agrees to accept the Leased Space in "as is" condition except for that work specifically set forth in **Schedule 'C'** which is the Landlord's responsibility.
- 8.2. The Tenant shall carry out all the work necessary to complete the Leased Space, as set out in **Schedule 'D'** attached.
- 8.3. The Tenant agrees to surrender the Leased Space at the end of the term in generally the same condition as the Leased Space was in at the commencement of the Term, with the exception any additional development of the space and of reasonable wear and tear, or as set out in Schedule _____ attached.
- 8.4. Removal of Tenant fixtures and leasehold improvements shall be governed by the Lease.

9. PARKING

- 9.1. The Landlord shall provide **five (5)** parking stall(s) for the use of the Tenant for the Term.
- 9.2. The monthly charge for the parking stall(s) shall be:
 - \$_____ per stall per month; or
 - \$_____ per month at the commencement of the Term subject to periodic adjustment at the Landlord's request upon 30 days written notice to the Tenant; or
 - included in the Annual Basic Rent

10. SIGNAGE


- 10.1. The Tenant shall be permitted to install at its expense an identification sign for the Leased Space subject to the Landlord's written approval as to design and location and in compliance with all municipal bylaws, regulations and codes.

11. USE OF LEASED SPACE

- 11.1. The Leased Space shall only be used for the business described as **Golf Training/Simulator**

12. CONDITIONS

- 12.1. The Tenant's Conditions are subject to the following:
 - 1. Receiving necessary approvals from the City of Lethbridge.
 - 2. Tenant being satisfied with costs to renovate space.
 Above conditions must be met or removed before 5 pm on June 18, 2020 (the Condition Day)

 Landlord's Initials 

 Tenant's Initials 



BANKERS COMMERCIAL REAL ESTATE

12.2. The Landlord's Conditions are:

- 1.
- 2.
- 3.

Above conditions must be met or removed before **5 pm on June 18, 2020** (the Condition Day)

12.3. The Landlord is given permission by the Tenant to obtain a credit report on the Tenant and any guarantors within three (3) days from acceptance of this Offer to Lease. The Landlord shall have the right to terminate this offer by notice in writing if this report is not acceptable to the Landlord.

12.4. Unless otherwise agreed in writing, the Tenant's Conditions are for the sole benefit of the Tenant and the Landlord's Conditions are for the sole benefit of the Landlord. The Tenant and Landlord must use reasonable efforts to satisfy their respective Conditions.

12.5. The Tenant and the Landlord may unilaterally waive or acknowledge satisfaction of their Conditions by giving a written notice to the other party on or before the stated Condition Day. If that notice is not given, then this Agreement is ended immediately following that Condition Day.

12.6. Subject to clause 12.4, the Tenant and the Landlord may give written notice to the other party on or before the stated Condition Day advising that a Condition will not be waived, has not been satisfied and will not be satisfied on or before the Condition Day. If that notice is given, then this Agreement is ended upon the giving of that notice.

13. **THE LEASE**

13.1. The Landlord will prepare a copy of the Lease to conform to the provisions in this Agreement all within ten (10) days of unconditional acceptance of this Agreement.

13.2. The Tenant shall execute the Lease within ten (10) days of being presented with the document. The provisions of this Agreement shall survive the execution of the Lease.

13.3. The Landlord and the Tenant acknowledge and agree that in the event of any conflict between the terms of this Agreement and the Lease, the terms of the Agreement shall govern.

14. **ASSIGNMENT AND SUBLEASE**

14.1. The Tenant shall have the right to assign the Lease and sublet and/or change the use of the Leased Space with the written consent of the Landlord, such consent not to be unreasonably withheld

14.2. Any assignment or subletting by the Tenant will not relieve the Tenant of liability under the Lease

15. **RENEWAL**

15.1. If the Tenant is not in default of any of the terms and conditions of the Lease, the Tenant shall have the right, upon written notice delivered to the Landlord not later than six (6) months prior to the end of the Term, to renew the Lease for a further **Two (2) year term** on the same terms and conditions save and except for:

- a) this option to renew;
- b) Landlord's work responsibilities;
- c) free rent;
- d) Tenant inducements;
- e) Annual Basic Rent, which will be determined by agreement between the Landlord and Tenant or, in default of agreement, by arbitration according to the *Arbitration Act* (Alberta).

16. **ADDITIONAL TERMS**

16.1. All time periods, deadlines and dates in this Agreement will be strictly followed and enforced. All times will be Alberta time unless otherwise stated.

16.2. This Agreement is for the benefit of and will be binding upon the heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.

16.3. All changes of number and gender shall be implied.


16.4. Capitalized words used in the headings, where applicable, shall define the terms used in this Agreement.

16.5. This Agreement will be governed by the laws of the Province of Alberta. The parties submit to the exclusive jurisdiction of the Courts in the Province of Alberta regarding any dispute that may arise out of this transaction.

16.6. Other;

17. **BINDING AGREEMENTS**

17.1. This offer, when accepted, shall constitute a binding Offer to Lease.

Landlord's Initials 

Tenant's Initials 



BANKERS COMMERCIAL REAL ESTATE

17.2. The Landlord and the Tenant each acknowledge that, except as otherwise described in this Agreement, there are **no other warranties, representations or collateral agreements** made by or with the other party, the Landlord's brokerage and the Tenant's brokerage about the property, any neighbouring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the land and buildings or the existence or nonexistence of any environmental condition or problem.

18. **ENVIRONMENTAL HAZARDS**

- 18.1. The Landlord is responsible for pre-existing environmental hazards on the Leased Space, if any, at the time the Tenant takes possession.
- 18.2. The Tenant is responsible for environmental hazards that result from its subsequent use and occupancy of the Leased Space and indemnifies the Landlord with respect thereto.

19. **SECURITY FOR LANDLORD'S BROKERAGE FEES**

- 19.1. The Landlord does hereby irrevocably assign to the Landlord's brokerage enough of the Deposits to pay all sums due and owing to the Landlord's brokerage, and agrees to pay any unpaid balance of the Commission to the Landlord's brokerage.

20. **ADVICE**

- 20.1. **This Agreement is intended to create binding legal obligations. The Landlord and the Tenant should read this Agreement carefully and are encouraged to obtain legal advice before signing.**
- 20.2. **This Agreement may be signed and sent by fax and this procedure will be as effective as signing and delivering an original copy.**
- 20.3. **Unless there is a written agreement, the Landlord's brokerage represents the Landlord as Landlord's Agent and does not have a fiduciary relationship with the Tenant, and the Tenant's brokerage represents the Tenant as Tenant's Agent and does not have a fiduciary relationship with the Landlord.**
- 20.4. **The Landlord and Tenant agree that the Lease and other related information regarding this transaction may be retained and disclosed by the brokerage and/or real estate board(s) as required for closing and for reporting, appraisal and statistical purposes.**

21. **DEFINITIONS**

21.1. In this Agreement:

- a) **Business day** means a day when the Land Titles Office is open for business.
- b) **Landlord's Agent** means the licensed brokerage (including its broker, all associate brokers and agents) who represent the Landlord.
- c) **Tenant's Agent** means the licensed brokerage (including its broker, all associate brokers and agents) who represents the Tenant.

Note: The Representative information must be completed in full by the Tenant's Agent at the offer stage prior to the Agreement being signed in order to permit communication on the Representatives.

22. **REPRESENTATIVES / NOTICE**

- 22.1. The Representatives identified below represent the Landlord and the Tenant.
- 22.2. For the purpose of giving and receiving any notice referred to in this Agreement, and for acceptance of an Offer to Lease, communication must be in writing and must be delivered to the address or faxed to the number described below.

A notice sent or received by a Representative is proper notice for the purpose of this Agreement.

Landlord's Representative: Duane Indenbosch

(Broker, associate broker or agent registered to the brokerage)


Brokerage Name: **Bankers Commercial Real Estate**

Brokerage Address: **#203, 1122 - 3 Avenue South, Lethbridge, AB T1J 0J6**

Phone: **403 327 1133** Fax: **403 328 9133**

Tenant's Representative: Duane Indenbosch

(Broker, associate broker or agent registered to the brokerage)

Landlord's Initials 

Tenant's Initials 





BANKERS COMMERCIAL REAL ESTATE

Brokerage Name: **Bankers Commercial Real Estate**

Brokerage Address: **#203, 1122 - 3 Avenue South, Lethbridge, AB T1J 0J6**

Phone: **403 327 1133** Fax: **403 328 9133**

Landlord's Initials 

Tenant's Initials 



BANKERS COMMERCIAL REAL ESTATE

23. OFFER

23.1. The Tenant offers to lease the space according to the terms of this Agreement. April 20th

23.2. This offer/counter offer shall be open for acceptance in writing until 5 p.m on _____, 2020.

SIGNED AND DATED at 18 April 2020 | 10:33 AM PDT
DocuSigned by: _____, Alberta at _____, 2020.Per: Mike Mulroy
Authorized Signing Officer(s)
Mike Mulroy_____
Witness Signature_____
Print name of Authorized Signing Officer(s)_____
Print Witness NamePer: _____
Authorized Signing Officer(s)_____
Witness Signature_____
Print name of Authorized Signing Officer(s)_____
Print Witness Name

Tenant's GST# _____

24. ACCEPTANCE

24.1. The Landlord accepts the Tenant's offer and agrees to lease the Space according to the terms of the Agreement.

SIGNED AND DATED at 17 April 2020 | 8:11 PM PDT at _____, 2020

Per: Jeff Oostenbrink
Authorized Signing Officer(s)
Jeff Oostenbrink_____
Witness Signature_____
Print Name of Authorized Signing Officer(s)_____
Print Witness NamePer: _____
Authorized Signing Officer(s)_____
Witness Signature_____
Print Name of Authorized Signing Officer(s)_____
Print Witness Name

Landlord's GST# _____

25. FINAL SIGNING25.1. Final Signing of this Agreement occurred at 17 April 2020 | 8:11 PM PDT
_____ , 2020.Initials of the person(s) who signed last JO

Landlord's Initials

A blue ink signature of "JO" with a "DS" (DocuSign) stamp above it.

Tenant's Initials

A blue ink signature of "MM" with a "DS" (DocuSign) stamp above it.



BANKERS COMMERCIAL REAL ESTATE

ADDITIONAL RENT SCHEDULE

This Schedule is attached to and forms part of the Commercial Real Estate Agreement to Lease # _____

This Agreement is between

THE LANDLORD 543 Business Park Ltd			THE TENANT Mike Mulroy c/o Drop Zone Golf Centre	
Name:			Name:	
Expense Item	A Landlord Pays	B Tenant Pays	C Tenant Pays Proportionate Share ("Common Expenses")	Notes
Taxes:				
Business Taxes		X		
Property Taxes			X	
Insurance:				
Landlord's Property & Liability			X	
Tenant's Property & Liability		X		
Utilities & Services:				
Electricity		X		
Water & Sewer		X		
Natural Gas		X		
Telephone Cable Internet		X		
Waste Removal/Garbage		X		
Janitorial Services & Supplies		X		
Landscape & Groundskeeping			X	
Property Management Fees			X	
Maintenance & Repair:				
Structural	X			
Roof Covering (non-structural)			X	
HVAC Plumbing & Mechanical			X	
Lighting & Electrical Systems			X	
Interior Decor		X		
Other Non-Structural Components			X	
Pavement & Hard Surfacing	X			
Replacement or Depreciation	X			
Other Expenses:				

Landlord's Initials

A blue ink signature of the landlord, appearing to be "DS" followed by a stylized mark.

Page 7 of 8

#203 1122 3RD AVE S, LETHBRIDGE, AB, T1J 0J6 BANKERSCOMMERCIAL.COM

Tenant's Initials

A blue ink signature of the tenant, appearing to be "MM".



BANKERS COMMERCIAL REAL ESTATE

<p>DocuSigned by:</p> <p><i>Jeff Postenbrink</i></p> <p>Landlord's Signature</p>	<p>DocuSigned by:</p> <p><i>Mike Mulroy</i></p> <p>Tenant's Signature</p>
--	---

Landlord's Initials 

Tenant's Initials 



BANKERS COMMERCIAL REAL ESTATE

COMMERCIAL REAL ESTATE AGREEMENT TO LEASE

Landlord: 543 Business Park Ltd.

Tenant: YQL Sluggers (or assignee)

The Tenant offers to lease the Space on the following terms and conditions:

1. THE LEASED SPACE

- 1.1. Municipal address: 561 - 41 Street North, Lethbridge
- 1.2. Legal Description: **Unit: 7 Lot: 5 Block: 24 Plan: 131 0294**
- 1.3. The leased Space shall comprise an area of **5,000 square feet**, more or less, such area is to be measured and determined in accordance with the Landlord's standard form of lease (the "Lease") on the plan as outlined on the attached Schedule 'A', being all or a portion of the lands described in clauses 1.1 and 1.2.

2. TERM

- 2.1. The Lease shall be for a term of **Five (5)** years commencing on June 1, 2019 and terminating on May 31, 2024.

3. BASIC RENT

- 3.1. Annual Basic Rent shall be payable monthly, in advance, as follows:

- a) Year 1: \$7.00 per square foot.
- Year 2: \$7.00 per square foot.
- Year 3: \$8.00 per square foot.
- Year 4: \$8.50 per square foot.
- Year 5: \$9.00 per square foot.

- 3.2. The Tenant will be given 3 months free rent from possession date for the purpose of installing leasehold improvements. During this interval the Tenant will be responsible for all operating costs.

4. ADDITIONAL RENT

- 4.1. Common Expenses shall be estimated by the Landlord from time to time and the Tenant shall pay its proportionate share of such Common Expenses as Additional Rent monthly, in advance, on the first day of each month. Such proportionate share is to be determined in accordance with the Lease. Common Expenses shall be adjusted by the Landlord in accordance with the Lease.
- 4.2. The Tenant's proportionate share of Common Expenses (not including the Tenant's direct costs) is currently estimated at \$4.00 per square foot.
- 4.3. See Additional Rent Schedule attached.

5. G.S.T.

- 5.1. The Tenant shall pay GST on all Annual Basic Rent and Additional Rent where applicable.

6. DEPOSITS

- 6.1. The sum of **\$7,000** including GST, is delivered in trust to BANKERS COMMERCIAL REAL ESTATE five business days after acceptance, as a deposit to be applied, if the Tenant is not in default, toward the first month (s) and last month (s) rental or to be returned forthwith if this offer is not accepted.
- 6.2. The Deposit will be deposited no later than the second Business Day following the day that the Brokerage receives it.
- 6.3. The Deposits shall be held in trust for both the Landlord and the Tenant and shall be:
 - a) refunded forthwith to the Tenant if the offer is not accepted, a condition is not satisfied or waived (as per clauses 12.5 and 12.6) or the Landlord fails to perform this Agreement; or
 - b) forfeited to the Landlord if the offer is accepted and all conditions are satisfied or waived and the Tenant fails to perform this Agreement.
- 6.4. If there is a dispute between the Landlord and the Tenant as to entitlement to the Deposit, then:
 - a) the Brokerage holding the deposit shall review the circumstances, determine entitlement and pay the money to the party who is entitled to the Deposit;
 - b) if no reasonable conclusion can be made in regard to (a) above, the brokerage shall notify the parties to the Agreement in writing and shall pay the money into a lawyer's trust account;

Landlord's Initials

Page 1 of 6

Tenant's Initials



BANKERS COMMERCIAL REAL ESTATE

- c) the parties agree to allow the lawyer and/or brokerage to deduct from the deposit a reasonable fee and costs incurred for dealing with the deposit.
 - d) a brokerage and/or lawyer acting in good faith under this clause shall not be liable to either party for any damages associated with the handling of the deposit except as arising from the negligence of the brokerage or lawyer.
- 6.5. If the Tenant fails to execute the Lease presented by the Landlord or fails to take possession of the Leased Space, the deposits received shall be forfeited to the Landlord by way of partial payment of liquidated damages and not as a penalty without prejudice to any other rights of the Landlord, including the balance of damages payable to the Landlord.
- 6.6. If the Landlord fails to give possession as set out herein, the Tenant shall cancel this Agreement, withdraw its deposits and take such remedies as the Tenant has to law.

7. POSSESSION

- 7.1. The Landlord agrees to give the Tenant access to and vacant possession of the Leased Space no later than 12 noon on May 1, 2019, subject to execution of the Lease, the Tenant's placement of the insurance required by the Lease and the Tenant transferring all applicable metered utilities for the Leased Space to the Tenant's name.

8. CONDITION OF LEASED SPACE

- 8.1. The Tenant has inspected the Leased Space and agrees to accept the Leased Space in "as is" condition except for that work specifically set forth below which is the Landlord's responsibility:

- 8.1.a) Landlord to construct demising to City of Lethbridge requirements
- 8.1.b) Landlord to install makeup air unit to City of Lethbridge requirements *jo
- 8.1.c) Landlord to install electrical service and panel to City of Lethbridge requirements including overhead lighting *

- 8.2. The Tenant shall carry out all the work necessary to complete the Leased Space.

- 8.3. The Tenant agrees to surrender the Leased Space at the end of the term in generally the same condition as the Leased Space was in at the commencement of the Term, with the exception of reasonable wear and tear.

- 8.4. Removal of Tenant fixtures and leasehold improvements shall be governed by the Lease.

* 8.1.b & 8.1.c - To the maximum allowance according to the attached quotations

9. SIGNAGE

- 9.1. The Tenant shall be permitted to install at its expense an identification sign for the Leased Space subject to the Landlord's written approval as to design and location and in compliance with all municipal bylaws, regulations and codes.

10. USE OF LEASED SPACE

- 10.1. The Leased Space shall only be used for sports and recreation facility - athletic training.

11. CONDITIONS

- 11.1. The Tenant's Conditions are subject to the following:

- 1. Receiving necessary approvals from the City of Lethbridge
 - (a) Business license
 - (b) development permit
 - (c) being satisfied with the costs to renovate the space

- 2. Landlord completing necessary zoning change

- 3. Tenant being satisfied with costs to renovate space.

Above conditions must be met or removed before 5 pm 60 Days after Acceptance (the Condition Day')

- 11.2. The Landlord's Conditions are:

- 1. Completing necessary rezoning for the tenant's business use.

2.

3.

Above conditions must be met or removed before 5 pm on 60 Days after Acceptance (the Condition Day')

- 11.3. The Landlord is given permission by the Tenant to obtain a credit report on the Tenant and any guarantors within three (3) days from acceptance of this Offer to Lease. The Landlord shall have the right to terminate this offer by notice in writing if this report is not acceptable to the Landlord.

Landlord's Initials DS
JO

Tenant's Initials BB



BANKERS COMMERCIAL REAL ESTATE

11.4. Unless otherwise agreed in writing, the Tenant's Conditions are for the sole benefit of the Tenant and the Landlord's Conditions are for the sole benefit of the Landlord. The Tenant and Landlord must use reasonable efforts to satisfy their respective Conditions.

11.5. The Tenant and the Landlord may unilaterally waive or acknowledge satisfaction of their Conditions by giving a written notice to the other party on or before the stated Condition Day. If that notice is not given, then this Agreement is ended immediately following that Condition Day.

11.6. Subject to clause 11.4, the Tenant and the Landlord may give written notice to the other party on or before the stated Condition Day advising that a Condition will not be waived, has not been satisfied and will not be satisfied on or before the Condition Day. If that notice is given, then this Agreement is ended upon the giving of that notice.

12. **THE LEASE**

12.1. The Landlord will prepare a copy of the Lease to conform to the provisions in this Agreement all within ten (10) days of unconditional acceptance of this Agreement.

12.2. The Tenant shall execute the Lease within ten (10) days of being presented with the document. The provisions of this Agreement shall survive the execution of the Lease.

12.3. The Landlord and the Tenant acknowledge and agree that in the event of any conflict between the terms of this Agreement and the Lease, the terms of the Agreement shall govern.

13. **ASSIGNMENT AND SUBLEASE**

13.1. The Tenant shall have the right to assign the Lease and sublet and/or change the use of the Leased Space with the written consent of the Landlord, such consent not to be unreasonably withheld

13.2. Any assignment or subletting by the Tenant will not relieve the Tenant of liability under the Lease

14. **RENEWAL**

14.1. If the Tenant is not in default of any of the terms and conditions of the Lease, the Tenant shall have the right, upon written notice delivered to the Landlord not later than six (6) months prior to the end of the Term, to renew the Lease for a further **five (5) year term** on the same terms and conditions save and except for:

- a) this option to renew;
- b) Landlord's work responsibilities;
- c) free rent;
- d) Tenant inducements;
- e) Annual Basic Rent, which will be determined by agreement between the Landlord and Tenant or, in default of agreement, by arbitration according to the *Arbitration Act (Alberta)*.

15. **ADDITIONAL TERMS**

15.1. All time periods, deadlines and dates in this Agreement will be strictly followed and enforced. All times will be Alberta time unless otherwise stated.

15.2. This Agreement is for the benefit of and will be binding upon the heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.

15.3. All changes of number and gender shall be implied.

15.4. Capitalized words used in the headings, where applicable, shall define the terms used in this Agreement.

15.5. This Agreement will be governed by the laws of the Province of Alberta. The parties submit to the exclusive jurisdiction of the Courts in the Province of Alberta regarding any dispute that may arise out of this transaction.

15.6. Other;


16. **BINDING AGREEMENTS**

16.1. This offer, when accepted, shall constitute a binding Offer to Lease.

16.2. The Landlord and the Tenant each acknowledge that, except as otherwise described in this Agreement, there are **no other warranties, representations or collateral agreements** made by or with the other party, the Landlord's brokerage and the Tenant's brokerage about the property, any neighbouring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the land and buildings or the existence or nonexistence of any environmental condition or problem.

17. **ENVIRONMENTAL HAZARDS**

17.1. The Landlord is responsible for pre-existing environmental hazards on the Leased Space, if any, at the time the Tenant takes possession.

Landlord's Initials 

Tenant's Initials 



BANKERS COMMERCIAL REAL ESTATE

17.2. The Tenant is responsible for environmental hazards that result from its subsequent use and occupancy of the Leased Space and indemnifies the Landlord with respect thereto.

18. **SECURITY FOR LANDLORD'S BROKERAGE FEES**

18.1. The Landlord does hereby irrevocably assign to the Landlord's brokerage enough of the Deposits to pay all sums due and owing to the Landlord's brokerage, and agrees to pay any unpaid balance of the Commission to the Landlord's brokerage.

19. **ADVICE**

- 19.1. **This Agreement is intended to create binding legal obligations. The Landlord and the Tenant should read this Agreement carefully and are encouraged to obtain legal advice before signing.**
- 19.2. **This Agreement may be signed and sent by fax and this procedure will be as effective as signing and delivering an original copy.**
- 19.3. **Unless there is a written agreement, the Landlord's brokerage represents the Landlord as Landlord's Agent and does not have a fiduciary relationship with the Tenant, and the Tenant's brokerage represents the Tenant as Tenant's Agent and does not have a fiduciary relationship with the Landlord.**
- 19.4. **The Landlord and Tenant agree that the Lease and other related information regarding this transaction may be retained and disclosed by the brokerage and/or real estate board(s) as required for closing and for reporting, appraisal and statistical purposes.**

20. **DEFINITIONS**

20.1. In this Agreement:

- a) **Business day** means a day when the Land Titles Office is open for business.
- b) **Landlord's Agent** means the licensed brokerage (including its broker, all associate brokers and agents) who represent the Landlord.
- c) **Tenant's Agent** means the licensed brokerage (including its broker, all associate brokers and agents) who represents the Tenant.

Note: The Representative information must be completed in full by the Tenant's Agent at the offer stage prior to the Agreement being signed in order to permit communication on the Representatives.

21. **REPRESENTATIVES / NOTICE**

- 21.1. The Representatives identified below represent the Landlord and the Tenant.
- 21.2. For the purpose of giving and receiving any notice referred to in this Agreement, and for acceptance of an Offer to Lease, communication must be in writing and must be delivered to the address or faxed to the number described below.

A notice sent or received by a Representative is proper notice for the purpose of this Agreement.

Landlord's Representative: Duane Indenbosch

(Broker, associate broker or agent registered to the brokerage)

Brokerage Name: **Bankers Commercial Real Estate**

Brokerage Address: **#203, 1122 - 3 Avenue South, Lethbridge, AB T1J 0J6**

Phone: **403 327 1133** Fax: **403 328 9133**

Tenant's Representative: Jeremy Koot and Dale Neuman

(Broker, associate broker or agent registered to the brokerage)

Brokerage Name: **Bankers Commercial Real Estate**

Brokerage Address: **#203, 1122 - 3 Avenue South, Lethbridge, AB T1J 0J6**

Phone: **403 327 1133** Fax: **403 328 9133**

Landlord's Initials DS JB

Tenant's Initials BB



BANKERS COMMERCIAL REAL ESTATE

22. OFFER

22.1. The Tenant offers to lease the space according to the terms of this Agreement.

22.2. This offer/counter offer shall be open for acceptance in writing until **5 p.m** on _____, 2019.SIGNED AND DATED at Lethbridge, Alberta at March 15, 2019 | 23:05 MDT, 2019..Per: Blake Babki
Authorized Signing Officer(s)_____
Witness SignatureBlake Babki

Print name of Authorized Signing Officer(s)

Print Witness NamePer: _____
Authorized Signing Officer(s)_____
Witness Signature_____
Print name of Authorized Signing Officer(s)_____
Print Witness Name

Tenant's GST# _____

24. ACCEPTANCE

24.1. The Landlord accepts the Tenant's offer and agrees to lease the space according to the terms of the Agreement.

SIGNED AND DATED at Chilliwack, BC, Alberta at 9am on 4/5/2019, 2019.Per: Jeff Oostenbrink
Authorized Signing Officer(s)_____
Witness SignatureJeff Oostenbrink

Print Name of Authorized Signing Officer(s)

Print Witness NamePer: _____
Authorized Signing Officer(s)_____
Witness Signature_____
Print Name of Authorized Signing Officer(s)_____
Print Witness Name

Landlord's GST# _____

25. FINAL SIGNING25.1. Final Signing of this Agreement occurred at 9am on 4/5/2019, 201__.Initials of the person(s) who signed last JOLandlord's Initials DS
JOTenant's Initials BB



BANKERS COMMERCIAL REAL ESTATE

ADDITIONAL RENT SCHEDULE This Schedule is attached to and forms part of the Commercial Real Estate Agreement to Lease #20181218JK				
This Agreement is between <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> THE LANDLORD Name: 543 Business Park Ltd. </div> <div style="width: 45%;"> THE TENANT Name: </div> </div>				
Expense Item	A Landlord Pays	B Tenant Pays	C Tenant Pays Proportionate Share ("Common Expenses")	Notes
Taxes:				
Business Taxes		X		
Property Taxes			X	
Insurance:				
Landlord's Property & Liability			X	
Tenant's Property & Liability		X		
Utilities & Services:				
Electricity		X		
Water & Sewer		X		
Natural Gas		X		
Telephone, Cable, Internet		X		
Waste Removal/Garbage		X		
Janitorial Services & Supplies		X		
Landscape & Groundskeeping			X	
Property Management Fees			X	
Maintenance & Repair:				
Structural	X			
Roof Covering (non-structural)			X	
HVAC, Plumbing & Mechanical			X	
Lighting & Electrical Systems			X	
Interior Decor		X		
Other Non-Structural Components			X	
Pavement & Hard Surfacing	X			
Replacement or Depreciation:	X			
Other Expenses:				
DocuSigned by: Landlord's Signature		 Tenant's Signature		

Landlord's Initials

 DS

Page 6 of 6

Tenant's Initials

BB

Bridge Air Systems Ltd.

3141-34th Street North

Lethbridge, Alberta

T1H 7C4

Ph 403 942-7000 Fax 403 942-7001

April 3, 2019

Bankers Commercial
PO Box 21066 Westview
Lethbridge, Alberta
T1K 6X4
403 308-7897
403 330-3074 cell

Attention: Jeremy Koot

Re: Northside Batting Cages Bays 3, 4 - 569-41 Street North

I am pleased to provide the following quote to supply ventilation air for the 2 north bays of the building as per discussions:

\$ 15,379.28 + GST

Quote includes:

- 2 electric mini make up air units
- 2 Exhaust Fans
- 4 Roof Flashings
- Permit
- Electrical hook up and interlock with existing lighting
- Confirmation of ventilation report

Note: This setup is designed to meet City of Lethbridge requirements for ventilation to meet demands created by 4 batting cages and a maximum of 20 people.

If you have any questions, please feel free to call at your convenience.

Price is valid for 30 days.

Thank you,

Jim Sawatsky

Bridge Air Systems



BB

Banda Electric Ltd.

1220 31 ST N

Lethbridge AB T1H 5J8

403-330-6773

jody@bandaelectric.com

www.bandaelectric.com

GST Registration No.: 853254555RT0001

Estimate**ADDRESS**

Bankers Commercial

ESTIMATE #	DATE	
1154	03/26/2019	

P.O. NUMBER

High Bay lighting

ACTIVITY	QTY	TAX	RATE	AMOUNT
Contract High Bay lighting - commercial bay - 561 -41 ST N -includes 8 high bay LED 5C 200W, 25k lumens (supplys 30 foot candles -gyms typically require 30-50 foot candles) - switched from 2 locations -includes 1 -8' strip LED for entrance -switched from 1 location -includes lift	1	G	6,255.00	6,255.00

SUBTOTAL 6,255.00

GST @ 5% 312.75

TOTAL \$6,567.75**TAX SUMMARY**

RATE	TAX	NET
GST @ 5%	312.75	6,255.00

Accepted By

Accepted Date

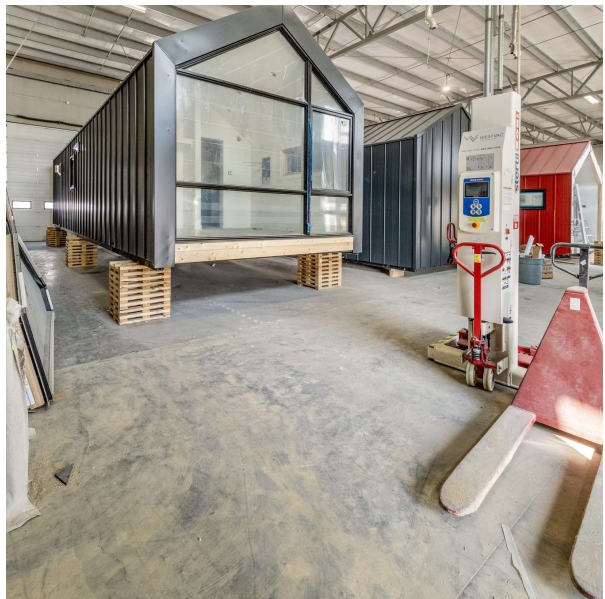
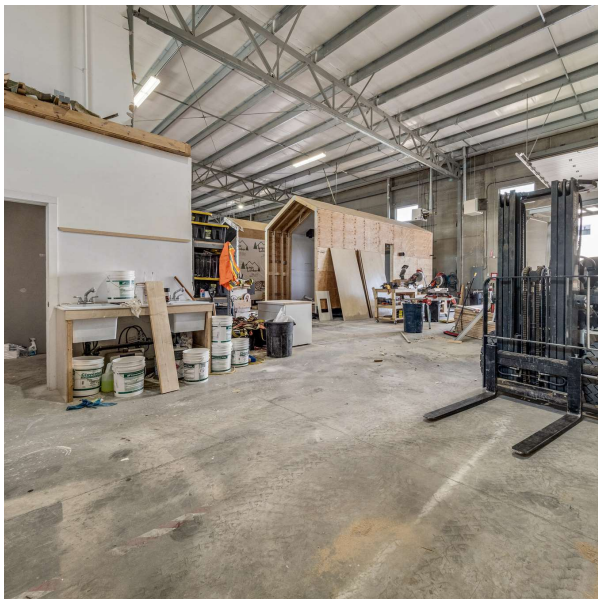
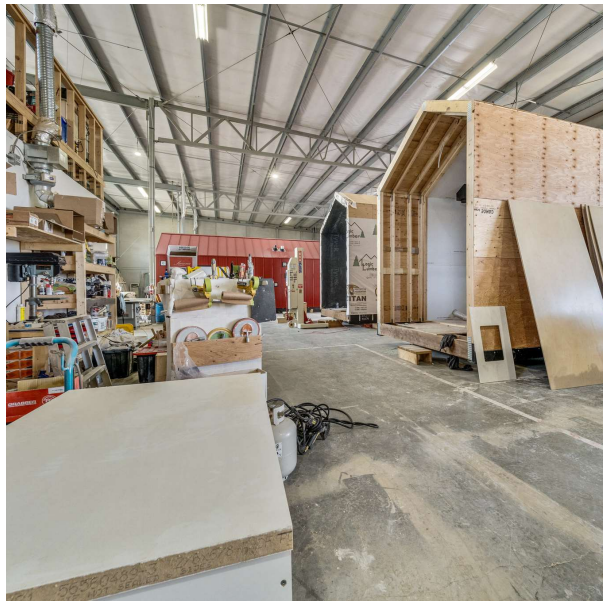
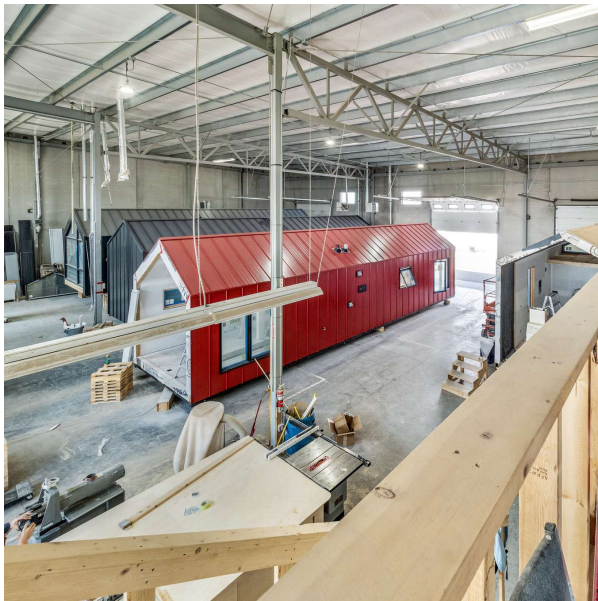
PARCEL TWO



#565, 543 41 Street North, Bay #1-4

Parcel Two is located in the middle of the business park. The nearly 10,000 square feet of space is a wide open space, home to DROP Structures

**543 BUSINESS
PARK**



PARCEL TWO



TITLES



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 555 729 2311297;10 231 199 456

LEGAL DESCRIPTION
CONDOMINIUM PLAN 2311297
UNIT 10
AND 235 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;21;9;4;NE

MUNICIPALITY: CITY OF LETHBRIDGE

REFERENCE NUMBER: 161 234 196 +4

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

231 199 456 29/06/2023 CONDOMINIUM PLAN

OWNERS

SOUTHERN DRIP IRRIGATION LTD.
OF P.O .BOX 390
9259 MAIN STREET
CHILLIWACK
BRITISH COLUMBIA V2P 6K2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

021 424 422 02/12/2002 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF LETHBRIDGE.
AS TO PORTION OR PLAN:0214067

121 017 279 19/01/2012 MORTGAGE
MORTGAGEE - THE BANK OF NOVA SCOTIA.
PO BOX 48700
BENTALL CENTRE,595 BURRARD ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

231 199 456

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

VANCOUVER

BRITISH COLUMBIA V7X1V6

ORIGINAL PRINCIPAL AMOUNT: \$7,000,000

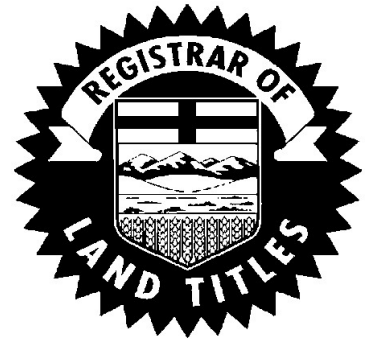
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 30 DAY OF JUNE,
2023 AT 10:11 A.M.

ORDER NUMBER: 47670267

CUSTOMER FILE NUMBER: 22-15734



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 555 737 2311297;11 231 199 456 +1

LEGAL DESCRIPTION
CONDOMINIUM PLAN 2311297
UNIT 11
AND 519 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;21;9;4;NE

MUNICIPALITY: CITY OF LETHBRIDGE

REFERENCE NUMBER: 161 234 196 +4
 161 234 196 +5

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

231 199 456 29/06/2023 CONDOMINIUM PLAN

OWNERS

SOUTHERN DRIP IRRIGATION LTD.
OF P.O .BOX 390
9259 MAIN STREET
CHILLIWACK
BRITISH COLUMBIA V2P 6K2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

021 424 422 02/12/2002 UTILITY RIGHT OF WAY
 GRANTEE - THE CITY OF LETHBRIDGE.
 AS TO PORTION OR PLAN:0214067

121 017 279 19/01/2012 MORTGAGE
 MORTGAGEE - THE BANK OF NOVA SCOTIA.
 PO BOX 48700
 BENTALL CENTRE,595 BURRARD ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

231 199 456 +1

NUMBER DATE (D/M/Y) PARTICULARS

VANCOUVER

BRITISH COLUMBIA V7X1V6

ORIGINAL PRINCIPAL AMOUNT: \$7,000,000

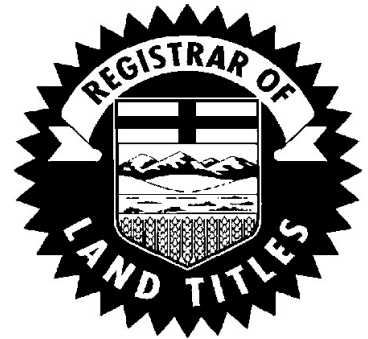
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 30 DAY OF JUNE,
2023 AT 10:12 A.M.

ORDER NUMBER: 47670287

CUSTOMER FILE NUMBER: 22-15734



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 340 684 1612269;4 161 234 196 +3

LEGAL DESCRIPTION
CONDOMINIUM PLAN 1612269
UNIT 4
AND 245 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;21;9;4;NE

MUNICIPALITY: CITY OF LETHBRIDGE

REFERENCE NUMBER: 131 126 019

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

161 234 196 03/10/2016 CONDOMINIUM PLAN

OWNERS

SOUTHERN DRIP IRRIGATION LTD.
OF P.O .BOX 390
9259 MAIN STREET
CHILLIWACK
BRITISH COLUMBIA V2P 6K2
(DATA UPDATED BY: CHANGE OF NAME 221101179)

ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

021 424 422 02/12/2002 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF LETHBRIDGE.
AS TO PORTION OR PLAN:0214067

121 017 279 19/01/2012 MORTGAGE
MORTGAGEE - THE BANK OF NOVA SCOTIA.
PO BOX 48700
BENTALL CENTRE,595 BURRARD ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

161 234 196 +3

NUMBER DATE (D/M/Y) PARTICULARS

VANCOUVER
BRITISH COLUMBIA V7X1V6
ORIGINAL PRINCIPAL AMOUNT: \$7,000,000

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 002

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E0059LV	30/05/2023	BROWN OKAMURA & ASSOCIATES LTD. 403-329-4688 CUSTOMER FILE NUMBER: 22-15734	
001		CONDOMINIUM PLAN	#161 234 196 +3

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF JUNE,
2023 AT 09:55 A.M.

ORDER NUMBER: 47432398

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

PARCEL TWO



LEASE AGREEMENTS

LEASE AGREEMENT

Landlord: 543 Business Park Ltd.

Tenant: Drop Structures Ltd.

The Tenant offers to lease the Space on the following terms and conditions:

1. THE LEASED SPACE

1.1. Municipal address: Unit 1,2,3 Building 565 and Unit 4 Building 543 D.P. ~~RA~~ **Beginning on July 28, 2023**

1.2. Legal Description: Lot 7, Block 24, Plan 131 0294

1.3. The leased Space shall comprise an area of 12500 square feet D.P. ~~RA~~ 10 000 Sq. Ft.

2. TERM

2.1. The Lease shall be for a term of Five (5) years commencing on September 1, 2021 and terminating on August 31, 2026

3. BASIC RENT

3.1. Annual Basic Rent shall be payable monthly, in advance, as follows:

a) Year 1-5: \$ 10 per square foot

4. ADDITIONAL RENT

4.1. Common Expenses shall be estimated by the Landlord from time to time and the Tenant shall pay its proportionate share of such Common Expenses as Additional Rent monthly, in advance, on the first day of each month. Such proportionate share is to be determined in accordance with the Lease. Common Expenses shall be adjusted by the Landlord in accordance with the Lease.

4.2. The Tenant's proportionate share of Common Expenses (not including the Tenant's direct costs) is currently estimated at \$ 4.00 per square foot

4.3. See Additional Rent Schedule attached.

5. G.S.T.

5.1. The Tenant shall pay GST on all Annual Basic Rent and Additional Rent where applicable.

6. POSSESSION

6.1. The Landlord agrees to give the Tenant access to and vacant possession of the Leased Space no later than 12 noon on September 1, 2021 subject to execution of the Lease and the Tenant's placement of the insurance required by the Lease and the Tenant transferring all applicable metered utilities for the Leased Space to the Tenant's name.

7. CONDITION OF LEASED SPACE

7.1. The Tenant has inspected the Leased Space and agrees to accept the Leased Space in "as is" condition.

7.2. The Tenant agrees to surrender the Leased Space at the end of the term in generally the same condition as the Leased Space was in at the commencement of the Term, with the exception of reasonable wear and tear.

7.3. Included in the lease rate are the following Landlord-paid improvements:

a) New asphalt on the laneway south of the rented units in an area of approximately 300 feet by 40 feet RA

~~b) Lighting and electrical improvements not exceeding \$50,000.00~~

Drop Structures not required to pay rent for the month(s) of July, August and September of 2023

8. PARKING

8.1. The Landlord shall provide 12 parking stall(s) for the use of the Tenant for the Term.

8.2. The Landlord shall provide tenant outdoor storage area of approximately 300 feet by 40 feet (m/l) on the south side of the laneway directly south of the tenant rented space (The area where the width runs approximately halfway between 561 & 563 to the east border of the empty lot called Unit 9, and the depth being the area between the laneway and chain-link fence bordering Southern Irrigation storage lot).

8.3. Outdoor storage may only be used for completed or partially completed units.

8.4. The monthly charge for the parking stall(s) shall be included in the Annual Basic Rent

9. SIGNAGE

9.1. The Tenant shall be permitted to install at its expense an identification sign for the Leased Space subject to the Landlord's written approval as to design and location and in compliance with all municipal bylaws, regulations and codes.

10. USE OF LEASED SPACE

10.1. The Leased Space shall only be used for Manufacturing Drop Structures.

11. ASSIGNMENT AND SUBLEASE

11.1. The Tenant shall have the right to assign the Lease and sublet and/or change the use of the Leased Space with the written

consent of the Landlord, such consent not to be unreasonably withheld
11.2. Any assignment or subletting by the Tenant will not relieve the Tenant of liability under the Lease

12. RENEWAL

- 12.1. If the Tenant is not in default of any of the terms and conditions of the Lease, the Tenant shall have the right, upon written notice delivered to the Landlord not later than six (6) months prior to the end of the Term, to renew the Lease for a further Five (5) year term on the same terms and conditions save and except for:
- a) this option to renew;
 - b) Landlord's work responsibilities;
 - c) Tenant inducements;
 - d) Annual Basic Rent, which will be determined by agreement between the Landlord and Tenant or, in default of agreement, by arbitration according to the *Arbitration Act* (Alberta).

13. ADDITIONAL TERMS

- 13.1. All time periods, deadlines and dates in this Agreement will be strictly followed and enforced. All times will be Alberta time unless otherwise stated.
- 13.2. This Agreement is for the benefit of and will be binding upon the heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.
- 13.3. All changes of number and gender shall be implied.
- 13.4. Capitalized words used in the headings, where applicable, shall define the terms used in this Agreement.
- 13.5. This Agreement will be governed by the laws of the Province of Alberta. The parties submit to the exclusive jurisdiction of the Courts in the Province of Alberta regarding any dispute that may arise out of this transaction.
- 13.6. Other;

14. BINDING AGREEMENTS

- 14.1. This offer, when accepted, shall constitute a binding Lease Agreement.
- 14.2. The Landlord and the Tenant each acknowledge that, except as otherwise described in this Agreement, there are no other warranties, representations or collateral agreements made by or with the other party, the Landlord's brokerage and the Tenant's brokerage about the property, any neighbouring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the land and buildings or the existence or nonexistence of any environmental condition or problem.

15. ENVIRONMENTAL HAZARDS

- 15.1. The Landlord is responsible for pre-existing environmental hazards on the Leased Space, if any, at the time the Tenant takes possession.
- 15.2. The Tenant is responsible for environmental hazards that result from its subsequent use and occupancy of the Leased Space and indemnifies the Landlord with respect thereto.

16. **OFFER**

16.1. The Tenant offers to lease the space according to the terms of this Agreement.

SIGNED AND DATED at 08-16, Alberta at 2021 on 2020.

Per: [Signature]
Authorized Signing Officer(s)

RIM P. DETERWATTA
Print name of Authorized Signing Officer(s)

[Signature]
Witness Signature

Luke Thiesen
Print Witness Name

Per: [Signature]
Authorized Signing Officer(s)

Conor McElroy
Print name of Authorized Signing Officer(s)

[Signature]
Witness Signature

Cathy Hattersley
Print Witness Name

Tenant's GST# _____

17. **ACCEPTANCE**

17.1. The Landlord accepts the Tenant's offer and agrees to lease the Space according to the terms of the Agreement.

SIGNED AND DATED at chilliwack, BC Alberta at 1:10 pm on Aug 18, 2021

Per: [Signature]
Authorized Signing Officer(s)

Daniel Powers
Print Name of Authorized Signing Officer(s)

[Signature]
Witness Signature

Mitchell Oostenbrink
Print Witness Name

Per: _____
Authorized Signing Officer(s)

Print Name of Authorized Signing Officer(s)

Witness Signature

Print Witness Name

Landlord's GST# _____

18. **FINAL SIGNING**

18.1. Final Signing of this Agreement occurred at 1:10 pm on Aug 18, 2021 2020.

Initials of the person(s) who signed last PP.

ADDITIONAL RENT SCHEDULE

This Schedule is attached to and forms part of the Commercial Real Estate Agreement to Lease #2/200116 JK



This Agreement is between

THE LANDLORD

THE TENANT

Name: 543 Business Park Ltd.

Name:

Expense Item	A Landlord Pays	B Tenant Pays	C Tenant Pays Proportionate Share ("Common Expenses")	Notes
Taxes:				
Business Taxes		X		
Property Taxes			X	
Insurance:				
Landlord's Property & Liability			X	
Tenant's Property & Liability		X		
Utilities & Services:				
Electricity		X		
Water & Sewer		X		
Natural Gas		X		
Telephone, Cable, Internet		X		
Waste Removal/Garbage		X		
Janitorial Services & Supplies		X		
Landscape & Groundskeeping			X	
Property Management Fees			X	
Maintenance & Repair:				
Structural	X			
Roof Covering (non-structural)			X	
HVAC, Plumbing & Mechanical			X	
Lighting & Electrical Systems			X	
Interior Decor		X		
Other Non-Structural Components			X	
Pavement & Hard Surfacing	X			
Replacement or Depreciation	X			
Other Expenses:				
 Landlord's Signature		 Tenant's Signature		

PARCEL THREE

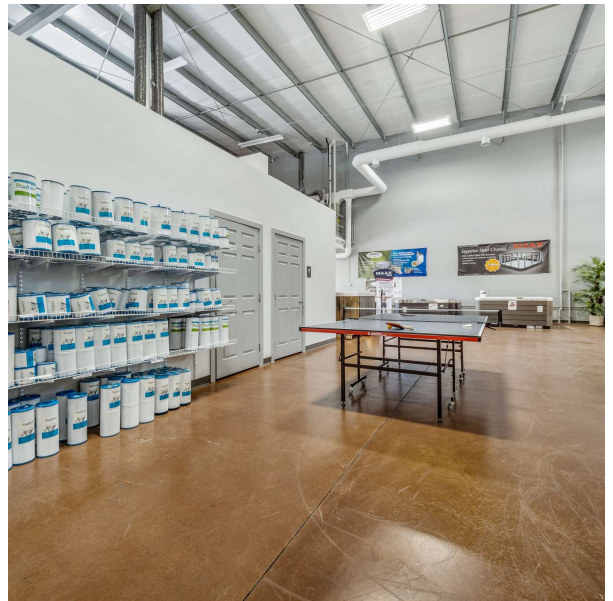


SIZE: 5,224 SQ. FT.
APPRAISED VALUE: \$954,640
ANNUAL TAXES: \$19,985.68

#569, 543 41 Street North, Bay #2-3

Parcel Three is in an excellent location, with its signage facing the busy 43rd Street North. The over 5,000 square feet space is occupied by Ultimate Spas & Power Sports.

**543 BUSINESS
PARK**



PARCEL THREE



TITLES



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 340 668 1612269;2 161 234 196 +1

LEGAL DESCRIPTION
CONDOMINIUM PLAN 1612269
UNIT 2
AND 518 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;21;9;4;NE

MUNICIPALITY: CITY OF LETHBRIDGE

REFERENCE NUMBER: 131 126 019

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

161 234 196 03/10/2016 CONDOMINIUM PLAN

OWNERS

SOUTHERN DRIP IRRIGATION LTD.
OF P.O .BOX 390
9259 MAIN STREET
CHILLIWACK
BRITISH COLUMBIA V2P 6K2
(DATA UPDATED BY: CHANGE OF NAME 221101179)

ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

021 424 422 02/12/2002 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF LETHBRIDGE.
AS TO PORTION OR PLAN:0214067

121 017 279 19/01/2012 MORTGAGE
MORTGAGEE - THE BANK OF NOVA SCOTIA.
PO BOX 48700
BENTALL CENTRE,595 BURRARD ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

161 234 196 +1

NUMBER DATE (D/M/Y) PARTICULARS

VANCOUVER

BRITISH COLUMBIA V7X1V6

ORIGINAL PRINCIPAL AMOUNT: \$7,000,000

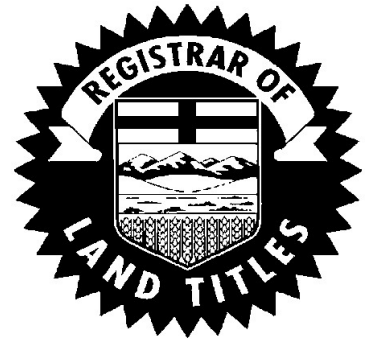
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF JUNE,
2023 AT 09:55 A.M.

ORDER NUMBER: 47432398

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

PARCEL THREE



LEASE AGREEMENTS



LEASE SUMMARY, 543 BUSINESS PARK LTD.

This Lease Summary dated the 12 day of September, 2014

BETWEEN: 543 BUSINESS PARK LTD. (the "Landlord")

AND: M-Su.
1103687 AB LTD O/A ULTIMATE SPAS (the "Tenant")
1807686 AB LTD.
KU.

1. Civic Address of the Premises: Unit 2+3 Building _____
56941st street N. Lethbridge, AB
2. Area of the Premises: Approximately 5000 sq ft. of ground floor, and 25 sq ft. of the Tenant's proportionate share of the utility room; and/or _____ sq ft. of land only
3. Fixturing Period: _____ days prior to commencement date
4. Term: Length: 5 yrs
Commencement Date: Sept 1 2014
Expiration Date: August 31 2019
1 YR EXTENTION: August 31, 2020
5. Basic Rate: \$ 9.00 sq ft.
\$ 45,000 per annum +GST
\$ 3750 per month +GST
6. Additional Rent: * Common Costs Billed monthly starting on Commencement Date \$1166.00
per month.
7. Payment: Due on or before the start of each month
8. Use of Premises: The Tenant shall use the Leased Premises solely for the purposes of retail spa sales.
9. Tenant's Trade Name: ULTIMATE SPAS.
10. Tenant's Address for Notices: unit 2. 569-41st Street North
Lethbridge AB.
11. Security Deposit: \$1.25/sq ft. (\$ 3750 +GST); to be applied at the sole discretion of the landlord for costs incurred by the tenant.
12. Extension option (if applicable) option to extend for 5 yrs.



THIS LEASE made the ____ day of _____, 20__.

BETWEEN: **543 Business Park Ltd.**
a corporation incorporated under the laws of Alberta (the "Landlord")

34 - Km -
1807686
AND: ~~1103687~~ *Alberta Ltd.*
a corporation incorporated under the laws of [...]]
Lashbridge
[an individual residing in the [Province/Territory/State] of [...]]

[an individual residing in the [Province/Territory/State] of [...]]
(the "Tenant")

1. THE DEMISE

The Landlord hereby leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord, to have and to hold for the Term, unless sooner terminated, upon the terms and conditions contained in this Lease.

2. RENT

2.1 Basic Rent and Additional Rent

The Tenant shall pay to the Landlord during the Term the following Rent payable at the Landlord's address specified in the Lease Summary or at such other place as the Landlord may from time to time designate in writing, in the following instalments:

- (a) the Basic Rent (plus applicable GST) payable in advance in consecutive monthly instalments on the first day of each and every month in each and every year of the Term, commencing on the Commencement Date and continuing until and including the first day of the month in which the Expiry Date falls;
- (b) the Additional Rent (plus applicable GST) is payable in advance and will be billed monthly by the Landlord, commencing on the Commencement Date and continuing until and including the first day of the month in which the Expiry Date falls, unless indicated otherwise in this Lease.
 - (i) "Additional Rent" shall mean:
 - (A) to the extent such are not paid directly by the Tenant, the Utility Costs and Tenant's Taxes,



- (B) the Tenant's Proportionate Share of the Operating Costs, and
- (C) all other sums which may be payable to the Landlord hereunder or reimbursable to the Landlord hereunder, including, without limitation, all interest and penalties payable by the Tenant hereunder, whether or not such sums are referred to as Rent or Additional Rent or otherwise,

but Additional Rent shall not include the Basic Rent;

2.2 To Pay

The Tenant shall pay the Basic Rent and Additional Rent when due in accordance with the provisions of this Lease.

2.3 Net Lease

It is the intention of the parties that this Lease shall be a net lease and that the Basic Rent provided to be paid to the Landlord hereunder shall be net to the Landlord and shall yield to the Landlord the entire such rental during the Term and any extension thereof without abatement for any cause whatsoever. Save as specifically set forth in this Lease, all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties, shall be paid by the Tenant.

2.4 Estimated Expenses

The Landlord shall have the right to make reasonable estimates of the amount of any or all of the Additional Rent for each Operating Year during the Term.

2.5 Payment

The Tenant shall pay to the Landlord the Additional Rent or any portion thereof as estimated by the Landlord for the Operating Year which falls in whole or in part within the respective Operating Year in accordance with section 4.1(b). In the event that the Tenant makes any overpayment to the Landlord on account of any Additional Rent payable under Articles 4 and 5 during any Operating Year, the Tenant shall be entitled to a credit or a refund, at the Landlord's option, to the Tenant's account in respect of the payment of such item of Additional Rent for the next succeeding Operating Year. Upon the expiry of the Term and any extension thereof and the fulfilment by the Tenant of all of its obligations under this Lease, any remaining credit shall be refunded to the Tenant.



2.6 Operating Cost

The Landlord will adjust operating cost annually (if required), and will on request provide a statement of operating costs.

2.7 Increase in Taxes

Notwithstanding anything to the contrary hereinbefore contained, on one occasion during each Operating Year of the Term and any extension thereof, the Tenant will within fourteen (14) days of receipt of a written request given by the Landlord in its sole and absolute discretion, prepay the Tenant's Proportionate Share of the increase in Taxes for the entire Operating Year or balance thereof, as the case may be, as shall be estimated by the Landlord.

3. USE OF PREMISES

3.1 Use of Premises

- (a) The Tenant shall not use the Premises nor allow the Premises to be used for any purpose other than that specified in the Lease Summary, nor in any manner inconsistent with such use and occupation.
- (b) The Tenant shall operate its business, in a first class manner, continuously throughout the Term and any renewal terms, in accordance with rules and regulations established by the Landlord, including without limitation hours of operation.
- (c) The Tenant shall immediately advise the Landlord of the presence of, and shall do all things necessary to remove, any dangerous condition from time to time existing on the Premises, the Building, or the Land, and arising as a result of the act or omission of the Tenant or any person for whom the Tenant is, at law, responsible.

3.2 Common Areas and Facilities

- (a) The use and occupation of the Premises by the Tenant shall include the non-exclusive licence to use, in common with others entitled thereto, the Common Areas and Facilities, subject to this Lease and to the exclusive control, management, and direction of the Landlord. The Landlord hereby grants to the Tenant:
 - (i) a non-exclusive licence, during the subsisting Term and any renewal thereof, in common with all others entitled thereto, to pass and repass with or without vehicles over those areas of the Land as the Landlord may from time to time designate in writing, and to use, for the parking of motor vehicles, those parking spaces, if any and in accordance with the Rules and Regulations contained in Schedule G, on the Land as the Landlord may from time to time designate in writing for the use of the Tenant;

Notwithstanding the foregoing grant of easement and licence by the Landlord to the Tenant, the Landlord shall have the right to alter the location and size of the areas which are the subject of the said licence, provided that reasonable access to the Premises is provided to the Tenant.



- (b) It is understood and agreed that notwithstanding anything herein to the contrary, the Landlord shall have the right at all times and from time to time throughout the Term and any extension to:
- (i) change the area, size, or arrangement of the Building and the Land and any part thereof including the Common Areas and Facilities;
 - (ii) construct other buildings, structures, or improvements on the Land and make alterations thereof, additions thereto, or re-arrangements thereof, demolish parts thereof, build additional stories on the Building (and for such purposes to construct and erect columns and support facilities in the Building), and construct additional buildings or facilities adjoining or proximate to the Building;
 - (iii) relocate or rearrange or make changes or additions to the Common Areas and Facilities from those existing at the Commencement Date in order to facilitate expansion or alteration of the Land;
 - (iv) add additional lands to the Land;
 - (v) grant new easements and rights of way in favour of other Tenants or others; and
 - (vi) temporarily obstruct or close off the Common Areas and Facilities or any parts thereof for the purposes of maintenance, repair, or construction;

provided however that the Landlord shall not unreasonably interfere with the use and enjoyment of the Premises beyond the extent necessarily incidental to such changes, additions, and installations, and shall make good any physical damage to the Premises arising in the course of such changes, additions, and installations.

4. INDEMNITY AND INSURANCE

4.1 Tenant's Insurance

- (a) The Tenant shall, at its sole cost and expense during the Term and during such other period of time that the Tenant occupies the Premises, take out and maintain in full force and effect, the following:
- (i) "all risks" insurance upon all merchandise, stock-in-trade, furniture, fixtures, equipment, trade fixtures, Leasehold Improvements, and other property of every kind and description located at the Premises, owned by, or made or installed by or on behalf of the Tenant and any sub-tenant or licensee or for which the Tenant is responsible or legally liable, in an amount at least equal to the full replacement cost thereof on a stated amount basis. Insurance coverage shall include extensions for debris removal and increased costs for bylaws;
 - (ii) comprehensive bodily injury and property damage liability insurance applying to the operations of the Tenant and its licensee or sub-tenant carried on from the Premises and which shall include, without limitation, personal injury liability, product liability,



contractual liability, non-owned automobile liability, and protective liability coverage with respect to the occupancy of the Premises by the Tenant; and such insurance shall be written for an amount of not less than \$2 000 000.00 per occurrence, or such higher amount as the Landlord may from time to time reasonably require;

- (iii) commercial general liability insurance including liabilities assumed in a contract, owners and contractors protective, broad form property damage, produce and completed operations (if applicable), severability of interest and cross liability and non-owned automobile in the amount of \$2 000 000.00 per occurrence;
- (iv) broad form comprehensive machinery breakdown insurance on all boilers, mechanical and electrical equipment and pressure vessels for which the Tenant is legally liable, or which are installed in the Premises or on the Lands or Building, if any, which insurance shall include coverage for resultant damage to stock in trade, furniture, equipment, partitions, trade fixtures, and Leasehold Improvements in an amount not less than the full replacement cost;
- (v) business interruption insurance in such amounts as will reimburse the Tenant for direct or indirect loss of earnings attributable to all perils required to be insured against by the Tenant hereunder; and
- (vi) any other form or forms of insurance as the Landlord or Landlord's Mortgagee may reasonably require from time to time in amounts and for perils against which a prudent tenant acting reasonably would protect itself in similar circumstances.

4.2 Indemnify Landlord

The Tenant shall indemnify and save harmless the Landlord from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and his own client basis) which the Landlord may sustain, incur, or be put to by reason of or arising out of any act or omission of the Tenant or any persons for whom the Tenant is, at law, responsible, or from the use or occupation of the Premises, the Land, or the Building, in whole or in part and, without limiting the generality of the foregoing, from the non-observance or non-performance by the Tenant or any persons for whom the Tenant is, at law, responsible of any of the obligations imposed under the provisions of any laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority, or any of the covenants, agreements, terms, conditions, and provisos contained in this Lease to be observed and performed by the Tenant; and such liability to indemnify and save harmless shall survive any termination of this Lease and the expiry of the Term or any extension hereof, anything in this Lease to the contrary notwithstanding.

4.3 Landlord's Insurance

- (a) The Landlord shall, during the Term and any extension thereof, take out and maintain in full force and effect insurance against all risks of physical loss or damage to the Land, and such fixtures and improvements as the Landlord shall determine, including the perils of flood and earthquake and including gross rental value insurance, in amounts equal to the full insurable value thereof calculated on a replacement cost basis, and subject to such deductibles as the Landlord may reasonably determine. Provided however that the full insurable value shall not



include, and the insurance shall not cover, any property of the Tenant, whether owned by the Tenant or held by it in any capacity, nor Leasehold Improvements nor any other property of whatsoever kind and description located at the Premises whether made or installed by or on behalf of the Tenant.

- (b) The Landlord shall, upon written request by the Tenant, provide the Tenant with evidence from time to time that such insurance has been effected and advise the Tenant of the amount of any deductibles.
- (c) The Landlord may, but shall not be obligated to, take out and carry any other form or forms of insurance as the Landlord or the Landlord's Mortgagees may consider advisable or beneficial, including, without limiting the foregoing, comprehensive liability insurance and boiler and machinery insurance, if applicable.
- (d) Notwithstanding any contribution by the Tenant to any Insurance Costs as provided for herein, no insurable interest shall be conferred upon the Tenant under policies carried by the Landlord.

4.4 Limitation of Liability of Landlord

- (a) The Landlord shall not be liable for any personal injury, death, or property loss or damage sustained by the Tenant or its employees, agents, sub lessees, licensees, or those doing business with it on the Premises, in the Building, or on the Land, no matter how caused, except to the extent caused by the negligence of the Landlord or those persons for whom the Landlord is, in law, responsible; and the Tenant:
 - (i) shall indemnify the Landlord against all actions or liabilities arising out of such personal injury, death, or property damage or loss, except to the extent caused by the negligence of the Landlord or those persons for whom the Landlord is, in law, responsible; and
 - (ii) hereby releases the Landlord and its officers, agents, and employees from all claims for damages or other expenses arising out of such personal injury, death, or property loss or damage, except to the extent caused by the negligence of the Landlord or those persons for whom the Landlord is, in law, responsible.
- (b) Without limiting the foregoing, the Landlord shall not be liable for any personal injury, death, or property loss or damage sustained by the Tenant or its employees, agents, sub lessees, licensees, or invitees on the Premises, in the Building, or on the Land caused by theft or breakage or by steam, water, rain, snow, radioactive materials, microwaves, deleterious substances, gases, pollutants, or any other materials or substances which may leak into, or issue or flow from any neighbouring lands or adjacent premises, or from the water, steam, or drainage pipes or plumbing works of the same or from any place, or any loss or damage caused by or attributable to the condition or arrangements of any electric or other wiring, or any damage caused or anything done or omitted to be done by any other tenant or occupant of the Land except to the extent caused by the negligence of the Landlord or by those persons for whom the Landlord is, in law, responsible; and the Tenant:



- (i) shall indemnify the Landlord against all actions or liabilities arising out of such personal injury, death, or property damage or loss except to the extent caused by the negligence of the Landlord or those persons for whom the Landlord is, in law, responsible; and
 - (ii) hereby releases the Landlord and its officers, agents, and employees from all claims for damages or other expenses arising out of such personal injury, death, or property loss or damage, except to the extent caused by the negligence of the Landlord or those persons for whom the Landlord is, in law, responsible.
- (c) Without limiting the foregoing, the Landlord shall be relieved from liability resulting from any patent or latent defect in the Premises, Building or Land, unless the Tenant has provided written notice to the Tenant of such defect within six months of the discoverability of such defect.
- (d) Without limiting the foregoing, the Landlord shall not be liable for any direct or indirect loss of earnings attributable to any interruption of the Tenant's business, no matter how caused.

5. MAINTENANCE, REPAIRS, AND ALTERATIONS

5.1 Repair by Tenant

The Tenant shall, at all times during the Term and any extension thereof and at its own expense, promptly repair, decorate, clean, renew, and maintain the Premises in a reasonable operating condition, excluding repairs required by reasonable wear and tear, but including, without limiting the foregoing, the interior walls, and the floor of the Premises, and all other fixtures, machinery, facilities, equipment, and appurtenances installed by the Tenant or installed by the Landlord as part of the Building or Lands and directly servicing the Premises or any part thereof and not comprising part of the Common Areas and Facilities. The Tenant shall give notice to the Landlord of any accidents, damage, nuisance, obstructions, or required repairs in and to the Premises, the Building or the Land, or within [24___] hours of the Tenant's knowledge thereof. The Tenant shall also heat the Premises in a reasonable manner so as to prevent any damage thereto by reason of frost or moisture.

5.2 Leasehold Improvements

- (a) Any and all Leasehold Improvements, but not Tenant's business and trade fixtures in or upon the Premises, whether placed there by the Tenant or the Landlord or a previous occupant of the Premises, shall immediately upon such placement become, and shall thereafter remain, the property of the Landlord without compensation therefor to the Tenant. Notwithstanding anything herein contained, the Landlord shall be under no obligation to repair, maintain, replace, or insure the Leasehold Improvements.
- (b) The Landlord may elect that any or all Leasehold Improvements made or installed by or on behalf of the Tenant under this Lease, or under the provisions of any previous lease to the Tenant, be removed at the expiry or earlier termination of the Term or any extension thereof, and it shall be the Tenant's obligation to restore the Premises to the condition in which they were prior to the installation of the Leasehold Improvements. Such removal and restoration shall be at the sole expense of the Tenant.



- (c) The Tenant shall not mortgage, charge, encumber, or grant any security interest in any Leasehold Improvements made or installed by or on behalf of the Tenant hereunder, without the prior written consent of the Landlord in its absolute direction.

6. ASSIGNMENT AND SUBLETTING

6.1 Assignment and Subletting

- (a) The Tenant shall not make, grant, execute, enter into, consent to, or permit any Transfer without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7. FURTHER TENANT'S COVENANTS

7.1 Signs

The Tenant shall not, at any time, affix or exhibit or permit to be affixed or exhibited upon any part of the Premises except within the Premises, any Sign, unless such Sign shall have been first approved in writing by the Landlord and such Sign complies at all times with all applicable Laws.

The Tenant shall keep the Premises clean and tidy and in good order and shall allow no refuse to be placed on any part of the Lands with the exception of such places that the Landlord has specifically directed to be used for that purpose.

7.2 Abate Nuisance

Upon written notice to the Tenant from the Landlord or from any lawful authority having jurisdiction, the Tenant shall forthwith, at its sole expense, abate any nuisance caused by vibration, noise, or offensive smell, or by any undue emission of smoke, vapour, or dust caused by the Tenant or arising directly or indirectly out of the operations carried on upon the Premises.

7.3 Liens

The Tenant shall use its best efforts to ensure that no claim of lien shall be filed in respect of any work which may be carried out by it or on its behalf in the Building or on the Land, and if a claim of lien shall be filed in respect of any such work the Tenant shall take all necessary steps to have the claim of lien cancelled and discharged from the Land and the Building within 30 days of the date the Tenant has knowledge of such filing, and the Tenant shall indemnify and save harmless the Landlord from any and all loss, cost, expense, damage, and liability in respect of such claim of lien. The Landlord, in addition to any right or remedy, shall have the right, but shall not be obliged, to discharge any claim of lien from the Land and the Building by paying the amount claimed to be due or by procuring a discharge of such liens by deposit in the appropriate court, and in any such event the Landlord shall be entitled, if it so acts, to expedite the prosecution of any action for the enforcement of such claim of lien by the lien claimant and to pay the amount of the judgment, if any, in favour of the lien claimant with interest and costs. In any such event the Tenant shall forthwith pay to and reimburse the Landlord for all money expended by the Landlord and all costs and expenses incurred by the Landlord.



7.4 Registered Charges

The Tenant shall pay all money owed by it under any security interest or other charge registered or filed against the Land, and immediately upon all of the payments having been made thereunder, the Tenant shall obtain a memorandum of satisfaction or other appropriate document of discharge and shall register the same at its own expense in the proper Land Titles Office or other appropriate office of public record as the Landlord may require to discharge the same from the title to the Land.

7.5 Fire Regulations

The Tenant shall not store or bring on the Premises any articles of an inflammable, combustible or dangerous nature and shall at all times keep the Premises in such condition as to comply with the regulations and requirements of any appropriate fire underwriter's association and of the fire department of local and competent jurisdiction. The Tenant shall keep and maintain on the Premises all safety appliances required by any authority for the use of the Premises. The Tenant shall not do anything which shall cause any insurance policy insuring the Lands, the Building or any part thereof to be cancelled or affected in any manner whatsoever.

8. GENERAL

8.1 Registration of Lease

The Tenant shall not register this Lease or any assignment of sublease or other document evidencing an interest of Tenant or anyone claiming through or under Tenant in this Lease or the Premises except that Tenant may register a caveat which describes the parties, the Term, and contains the other minimum information required under the *Land Titles Act*, RSA 2000, c L-4 but the caveat shall not reveal any financial terms of this Lease and shall be in a form satisfactory to Landlord, acting reasonably. The cost of preparation, Landlord's approval, execution, and registration of such caveat shall be borne by Tenant and shall be paid by Tenant forthwith upon demand. Promptly upon registration of such caveat, Tenant shall forthwith provide to Landlord details of such registration together with a duplicate registered copy of the caveat. Upon the expiration of the Term of this Lease, Tenant shall at its sole cost and expense and without request or demand by Landlord, discharge the registration of such caveat and provide the Landlord with a certified copy of the title to the Land evidencing such discharge.

8.2 Notices

All notices, demands, and requests which may be or are required to be given pursuant to this Lease shall be in writing and shall be sufficiently given if delivered personally to the party or an officer of the party for whom it is intended, or faxed with a confirmation copy mailed, or mailed prepaid and registered to the respective addresses specified in the Lease Summary or such other addresses as the parties may from time to time advise by notice in writing. Yield Up

The Tenant shall, at the expiration or sooner determination of the Term, forthwith peacefully surrender and yield up unto the Landlord the Premises and its appurtenances, together with all fixtures or improvements which at any time during the Term shall be made therein or thereon, in the state of repair required to be maintained by the Tenant hereunder, without notice from the Landlord; and shall deliver to the Landlord all keys to the Premises which the Tenant has in its possession.



8.3 Covenants

- The Landlord and the Tenant agree that all of the provisions of this Lease are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate provision thereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from this Lease and its remaining provisions shall remain in force and be binding upon the parties as though the said provision or provisions had never been included.

8.4 Enurement

This Lease shall extend to, be binding upon, and enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, and permitted assigns.

8.5 Continuation of Obligations

This Lease and the obligations of the Tenant hereunder shall continue in full force and effect notwithstanding any change in the person or persons comprising the Landlord.

8.6 Consents

Wherever and whenever the approval or consent of the Landlord is required to be obtained, such approval or consent may be given by such officers, agents, committee, person, or persons as may from time to time be nominated or appointed in writing by the Landlord for such purpose, and any such power of nomination or appointment may be delegated by the Landlord. Subject to the terms of this Lease, such nominees, appointees, or delegates shall have the right to withhold approval of or consent to, and may reject, any matter or thing submitted for approval or consent, and every such approval or consent given shall be in writing and may contain such conditions and stipulations as the Landlord may deem fit.



8.7 Acceptance

The Tenant hereby accepts this lease of the above described Land, to be held by us as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties have duly executed and delivered this Lease as of the date below.

LANDLORD:

543 Business Park Ltd.

Per: DocuSigned by:
Jeff Postenbrink
66DC059804224D2...

Per: _____

I / We have the authority to bind the Corporation

SIGNED at Lethbridge this ____ day of 24 April 2019 | 12:11 PM PDT, 2019.

TENANT:

CORPORATE TENANT

1807686 AB. Ltd o/a
Per: Ultimate Spas - Lethbridge
I / We have the authority to bind the Corporation

X Stelld
TENANT

X [Signature]
TENANT

SIGNED at Lethbridge this 26 day of November, 2014.



LANDLORD'S WORK

This Schedule shall provide the definition of the landlord's work to prepare the base building shell premises and only those items enumerated in this Schedule "E" as landlord's work will be provided and installed by the Landlord in the Premises at the Landlord's sole cost and expense, in accordance with the Landlord's choice of materials. All other work required for the Premises, will be provided and installed by the Tenant at its sole cost and expense.

Mechanical System:

New base building mechanical system, will be delivered to the Premises and sufficient in capacity and service to meet applicable code. Any changes to the base building mechanical system will be provided by the Landlord at the Tenant's expense according to the Building Standard.

Air Conditioning and Heating:

Building Standard zone heating delivered to Premises by Landlord, distributed by the Tenant. It is understood the system serving the Premises shall be exclusive to the Tenant's use and provide on demand operation and controls.

Electrical Service:

Tenant power provided to panel in a location chosen by the Landlord within the Premises. Allocation of electrical service will be based on the Tenant's proportionate share of occupancy of the Building. Any increased capacity required for the Premises beyond the Tenant's proportionate share, shall be at the Tenant's expense.

High Speed Communication:

The Landlord will provide access conduit and a telecommunications room for the delivery of high speed telecommunications services to the Building by a vendor or vendors selected by the Tenant in consultation with the Landlord, both parties acting reasonably.

Exterior Lighting:

Building Standard, exterior mounted and free standing lighting fixtures installed to adequately light the Building's exterior.

Demising / Exterior Walls:

Premises will be demised according to the Building and code standards and insulated between Tenants, as required. The demising wall(s) shall be taped, sanded, sealed and ready for application of Tenant's finishes.

Flooring:

Landlord shall deliver a level floor ready for installation of the Tenant's floor coverings.

Washrooms:

Roughed in plumbing and venting provided



General:

All items and finishes supplied by the Landlord are to building standard. Colour, quality, and quantity of such specifications are subject to change by the Landlord if such changes are agreed to by both parties.

TENANT'S WORK

- A. All work required to complete the Premises for occupancy which is not set out in Schedule "E" shall be the responsibility of the Tenant and shall be performed by the Tenant (the "Tenant's Work") at no cost to the Landlord.
- B. The Tenant shall complete all Tenant's work in accordance with all laws in a good and workmanlike manner using new materials and to the Landlord's satisfaction, after the Landlord has approved the plans submitted by the Tenant. All Tenant's Work shall be performed by competent workmen and is subject to the reasonable supervision of the Landlord.
- C. The Tenant shall provide all things necessary, over and above that which has already been enumerated, for the purpose of carrying on its business, including requirements of Laws, insurance and building costs and permits and licenses.

RULES AND REGULATIONS

- 1. The Landlord shall have the right to control and operate the public portions of the building and the public facilities as well as facilities furnished for the common use of the tenants generally. No Tenant shall invite to the Premises or Land or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors and facilities of the building by the other Tenants.
- 2. The Landlord may refuse admission to the Land outside of ordinary business hours to any person not known to any security personnel in charge or not having a pass issued by the Tenant or not properly identified and may require all persons admitted to or leaving the Land outside of ordinary business hours to register.
- 3. The plaza, sidewalks, entrances, stairways and corridors of the public facility shall not be obstructed by the Tenant or used by it for any other purpose than for ingress and egress to and from the Premises and no Tenant shall place or allow to be placed in or on the plaza, hallways, corridors, toilets or stairways any waste paper, dust, garbage, refuse or anything whatever that shall tend to make them appear unclean or untidy.
- 4. No awnings or other projections over or around the windows or entrances of the Premises shall be installed by any Tenant.
- 5. Tenant shall not allow any garbage or refuse to be placed on any part of the Lands other than inside bins, dumpsters or other receptacles and located in areas that the Landlord designates are to be used for such purpose.
- 6. All entrance doors in the Premises shall be left locked by Tenants when the Premises are not in use.



7. Canvassing, soliciting or peddling in the Building or on the Land is prohibited and each Tenant shall cooperate to prevent the same.
8. Tenant shall not permit the introduction into the Premises or the Land of any machines or mechanical device of any nature whatsoever which may be liable to cause objectionable noise or vibration or be injurious to the Premises, Building or Land.
9. Tenant shall not install or permit the installation or use of any machine dispensing goods on sale in the Premises, Building or Land without the approval of the Landlord.
10. If any apparatus used or installed by Tenant requires a permit as a condition for its installation, Tenant must file a copy of such permit with Landlord.
11. The Tenant shall not install any blinds, curtains or drapes which would be exposed to view from the exterior of the Building without the written consent of the Landlord being first had and obtained, which may not be unreasonably or arbitrarily withheld.
12. The Landlord reserves the right to promulgate, rescind, alter or waive any rules or regulations at any time prescribed for the Land when it is necessary, desirable or proper for its best interest and in the opinion of the Landlord for the best interest of the Tenants.
13. The Tenant shall not drill into or in any way deface the walls, ceiling, partitions, floors, wood, stone, ironwork, cement or other materials of the Land. Boring, cutting or stringing of wires including telegraphic or telephonic connections or pipes shall not be permitted except with the prior written consent of the Landlord and as it may direct in its absolute discretion.
14. No one shall use the Premises or Land or any part thereof for residential, lodging or sleeping purposes, including overnight camping whether in recreational vehicles or otherwise.
15. The Tenant shall not operate or permit to be operated any musical or sound-producing instrument or device inside or outside the Premises which may be heard outside the Premises without prior written consent of the Landlord as it may direct in its absolute discretion. The Tenant will not install any radio or television antennae, loudspeakers, sound amplifiers or similar devices on the roof or exterior walls of the Premises without the written consent of the Landlord.
16. No animal shall be allowed on or kept in or about the Premises except with the prior written consent of the Landlord and as it may direct in its absolute discretion, with the exception of service animals.
17. The Landlord shall, at its option, assign parking spaces to the Tenants, in its sole and absolute discretion including without limitation, the imposition of parking charges for such space.
18. No Tenant shall allow any motor vehicle or part thereof to be parked or stored on the Lands unless such vehicle is properly registered and actively insured in accordance with Lease section 8.1(a), except with the prior written consent of the Landlord and as it may direct in its absolute discretion.

Extension of Lease Agreement

Extension of Lease Agreement made by and between:

543 Business Park Ltd., Landlord and 1807686 AB Ltd. o/a Ultimate Spas. by Sheldon Unreiner,

Tenant, relative to a certain lease agreement for premises known as:

#2, 569 -41 Street North

Address

Lethbridge, AB T1H 7B6

City County State Zip

For good consideration, Landlord and Tenant each agree to extend the term of said lease for a period of 1 year commencing on September 1, 2021 (start date), terminating on August 31, 2024 (ending date), with no further right of renewal or extension beyond said termination date. During the extended term, Tenant shall pay Landlord rent of \$9.50 per square foot per year payable on the first of every month.

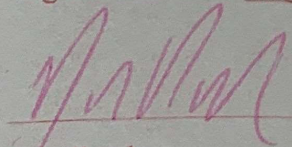
Other terms are as follows:

Same terms as previously signed for.

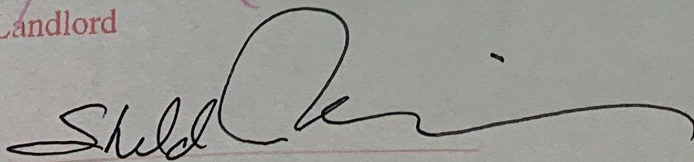
It is further provided, however, that all other terms of the Lease shall continue during this extended term as if set forth herein.

This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this date: August 9, 2021



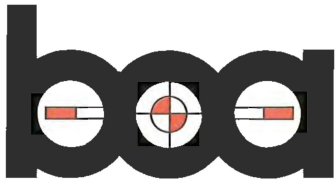
Landlord



Tenant



REAL PROPERTY REPORT



brown okamura & associates ltd.

STREET ADDRESS: SUITE 100, 514 STAFFORD DRIVE N., LETHBRIDGE, ALBERTA T1H 2B2
MAILING ADDRESS: P.O. BOX 655, LETHBRIDGE, ALBERTA T1J 3Z4

TELEPHONE: (403) 329-4688
FAX: (403) 320-9144

VIA EMAIL: jeff@southerndrip.com

543 Business Park Ltd.
4416 Yale Road West
Chilliwack BC V2R 3Z9

Date: October 4, 2016

Our File: 15-12896

Attention: Jeff Oosenbrink

Letter of Transmittal for Technical Data

Enclosed herewith are the following:

Print of plan showing survey of Building and Bare Land Condominium of all of Lot 5, Block 24, Plan 1310294 all within NE¼ Sec. 4, Twp. 9, Rge. 21, W4M. & Sheet 2 showing floor plans and Cross Sections, both registered as plan number **1612269** on October 3, 2016.

Copy of Certificates of Title numbers 161 234 196 thru to 161 234 196+8 and Condominium Additional Plan Sheet.

Invoice for services to follow.

Copy: City of Lethbrige, Jason Price
SBD00491, Titles Attached.

Yours very truly,

BROWN, OKAMURA & ASSOCIATES LTD.

David J. Amantea, ALS, P.Eng.

REGISTRAR
LAND TILES OFFICE

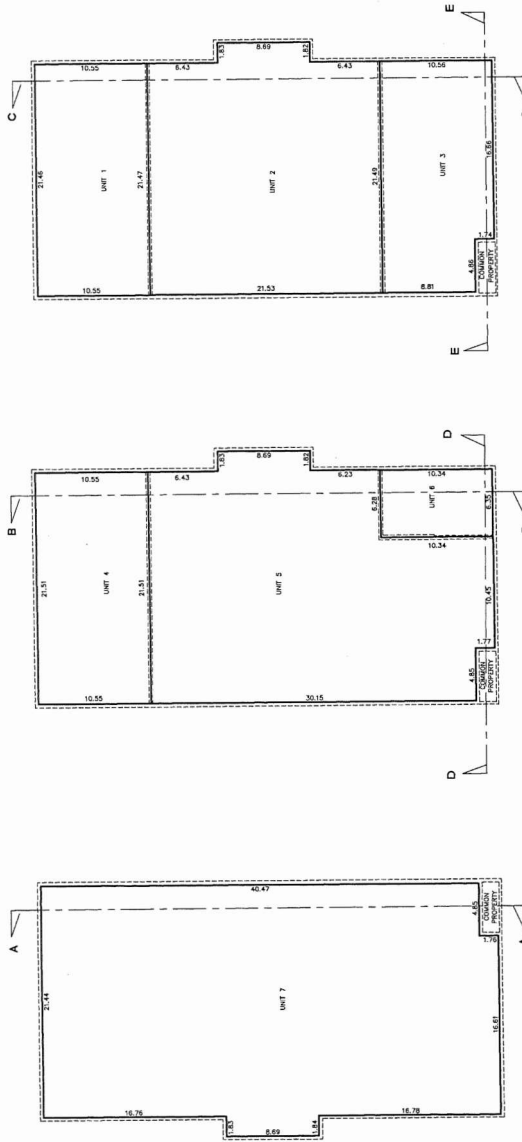
PLAN NO. **161 2269**

ENTERED AND REGISTERED
ON **06 OCT 2016**

INSTRUMENT NO. **161 234 196**

D. J. Amantea
A. S. C. (S. 1984)

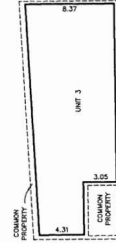
FLOOR PLANS
FOR
UNITS 1 to 7 inclusive
AND
CROSS-SECTIONS 'A-A', 'B-B', 'C-C',
'D-D' and 'E-E'
BY: D. J. AMANTEA, A.L.S.
SCALE: 1:200



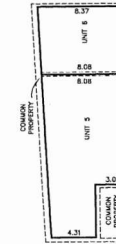
MAIN FLOOR
1:200

MAIN FLOOR
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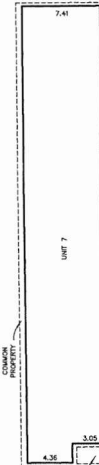
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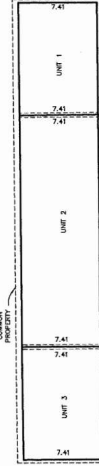
CROSS-SECTION E-E
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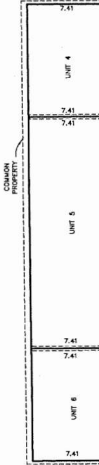
CROSS-SECTION D-D
1:100



CROSS-SECTION A-A
1:100



CROSS-SECTION C-C (UNITS 2,3 and 4)
1:100



CROSS-SECTION B-B (UNITS 5,6 and 7)
1:100

543 BUSINESS PARK

CONTACT US:

GULIKERVIS REAL ESTATE GROUP

403-330-4864

TEAM AUCTIONS

587-998-2095

teamauctions.com



GRASSROOTS
REALTY GROUP

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REAL ESTATE GROUP

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Sekura Auctions Since 1966