

Lease Terms

THE CITADEL THEATRE	
Consolidate LLA094-01 & CIT102 into one facility lease effective October 1, 2024	
Landlord:	The City of Edmonton
Tenant:	The Citadel Theatre
Term:	10 Years
Renewal Option:	2, 5 Year Options
Basic Rent:	\$1/year
Premises:	Approximately 314,300 sq.ft.
Permitted Uses:	Theatre and Indoor Park Complex and certain commercial uses for commercial spaces in the Facility.
Landlord's Use:	The City may be permitted to use the Facility (or part of) for certain special events with 180 days notice. The City shall consider the commitments of the Tenant for the use of the Premises and the parties will mutually use respective best efforts to coordinate these commitments with a special event.
Termination Clauses:	<p>The Citadel may terminate the lease with a minimum 180 days written notice to the City.</p> <p>The City may terminate this lease with a minimum 180 days written notice to the Tenant and subject to City Council approval.</p>
Citadel's Obligations	<p>From and after the Commencement Date, the Citadel shall pay when due:</p> <ul style="list-style-type: none"> - All business taxes and permit and license fees in respect of any and every business carried on upon or in the Facility; - All Property Taxes; - All applicable Sales Taxes; - All water, power, telephone, sewer, gas or district

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	<p>energy charges which may be charged in respect of the Facility;</p> <ul style="list-style-type: none"> - Security measures as are required for the adequate security of the Facility; - All fire and life safety for the Facility; - Custodial expenses for the Facility; - All refuse and recycling programs for the Facility; - Repairs & Maintenance for Theatre Improvements, Tenant Improvements, and Commercial Spaces; - Capital Costs Contribution; - Facility Fee; - Commercial General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage.
Pedway Public Access	The pedway and public park shall be kept open for the passage of pedestrians during the hours of operation of the City's rapid transit system or as mutually agreeable by both parties.
City's Obligations	<p>City shall be responsible for:</p> <ul style="list-style-type: none"> - Capital repairs, replacements, and renewals for the Facility, subject to budget funding approved by City Council; - Continuously, actively and diligently keep, inspect, repair and maintain the Facility in good order and condition. <p>This does not include repair or maintenance towards the Theatre Improvements, Tenant Improvements, or Commercial Spaces.</p>
Capital Costs Contribution:	Tenant will contribute \$100,000 per year in every year of the term, less the Facility Fees, as Capital Costs Contribution to The City. Funds to be used towards Capital replacement and renewals at the City's discretion.
Facility Fees:	Tenant will implement a \$2 ticket fee per each Citadel event ticket sold and will provide all proceeds to The City in every year of the Term.
Building Energy Benchmarking:	Tenant will register in the City's Building Energy Benchmarking program and remain registered during

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	the Term of the Lease.
Expansion/Renovations/ Alterations to the Facility:	Tenant must obtain Landlord approval for any alteration or renovation in excess of \$100,000. Tenant must obtain Landlord approval for any request to expand the premises.
Assignments & Subleases:	Tenant cannot assign or sublease without prior written consent from The City. The express permission for 4 commercial subleases are pre-approved in this Lease.
Surrender:	At the expiry or termination of the Term, the Tenant shall surrender the Premises, including all improvements which the Tenant may have constructed during the Term in good repair.
Lease Agreement or Lease Amendment:	The Tenant shall execute the City's standard lease form. Not all terms and conditions of the Lease Agreement have been represented above.

The Lease Agreement and any ancillary agreements resulting from the lease of the Premises shall be in a form acceptable to Employee and Legal Services, and in content acceptable to the Branch Manager of Real Estate (the "Branch Manager"). The approval of the Lease Agreement shall include the approval of such corrective, conformance and incidental amendments to the terms and conditions of the Lease Agreement and the approval of any ancillary agreements that are reasonably required or desirable to give effect to or implement the lease of the Premises, as may be subsequently approved by the Branch Manager.