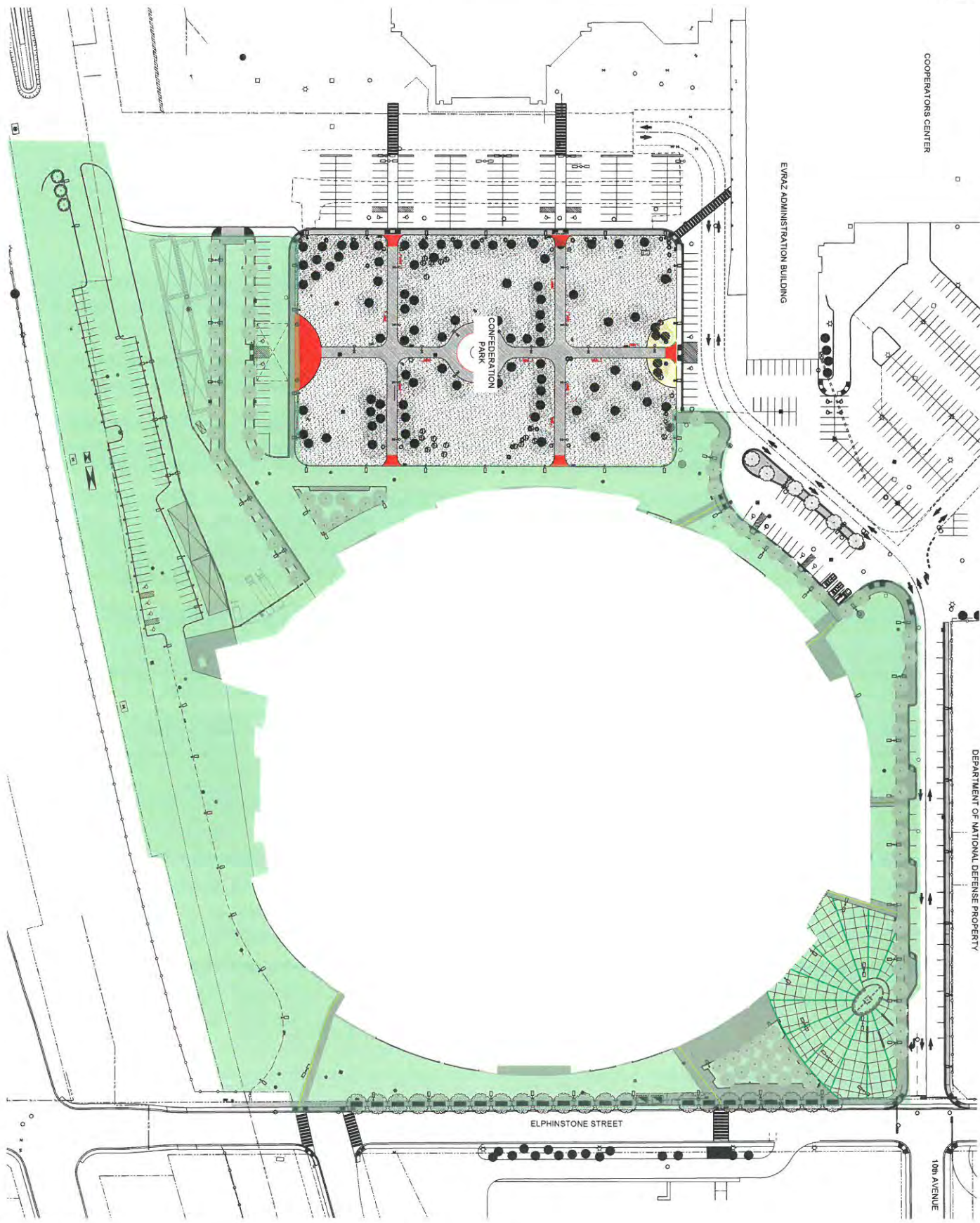


# **SCHEDULE “A”**

Schedule "A"

**Drawings of Premises and Stadium**

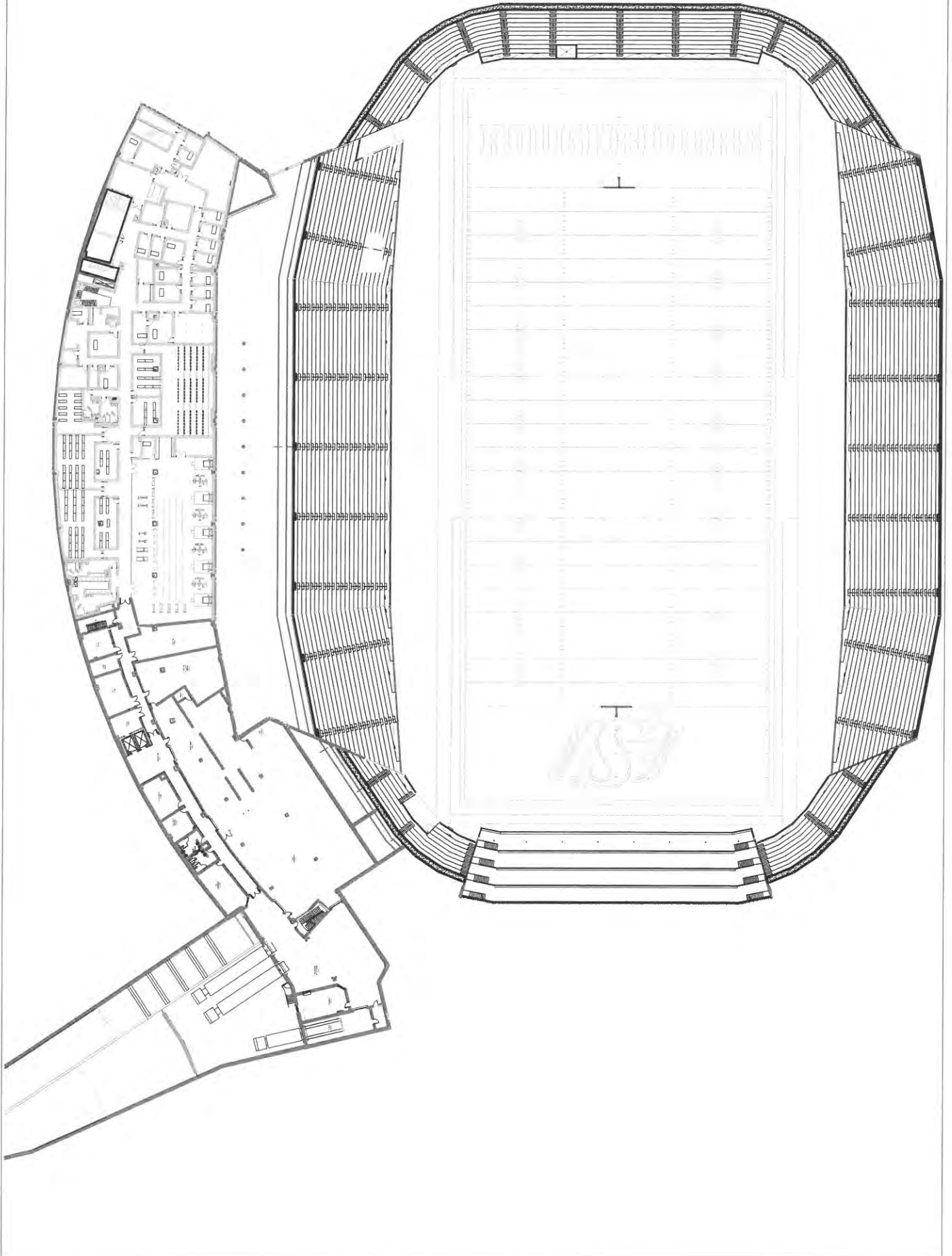
Schedule A - Exterior Commons Space

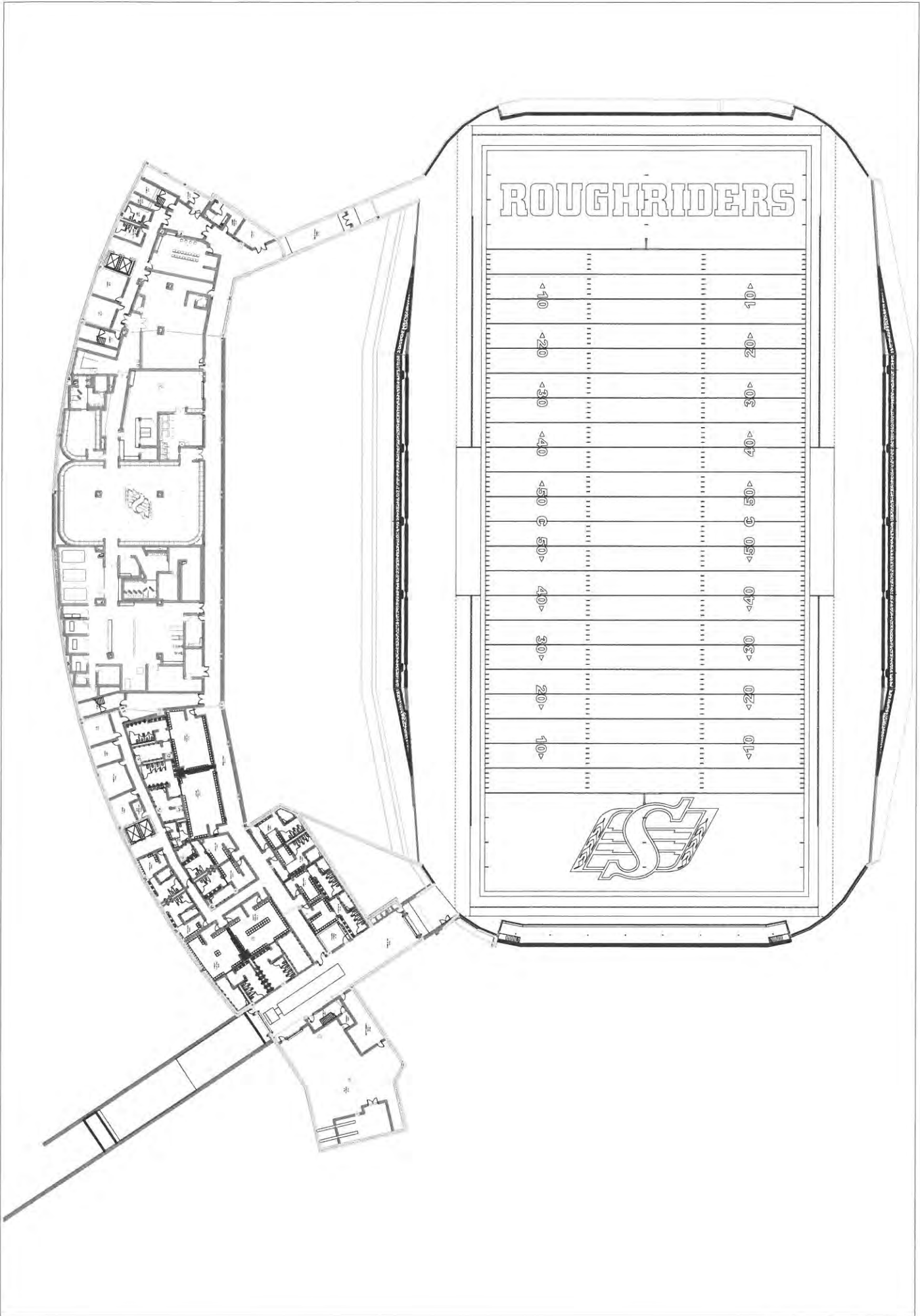


1 | Plan  
Scale: 1:1750



Schedule A - Stadium





ROUGHRIDERS

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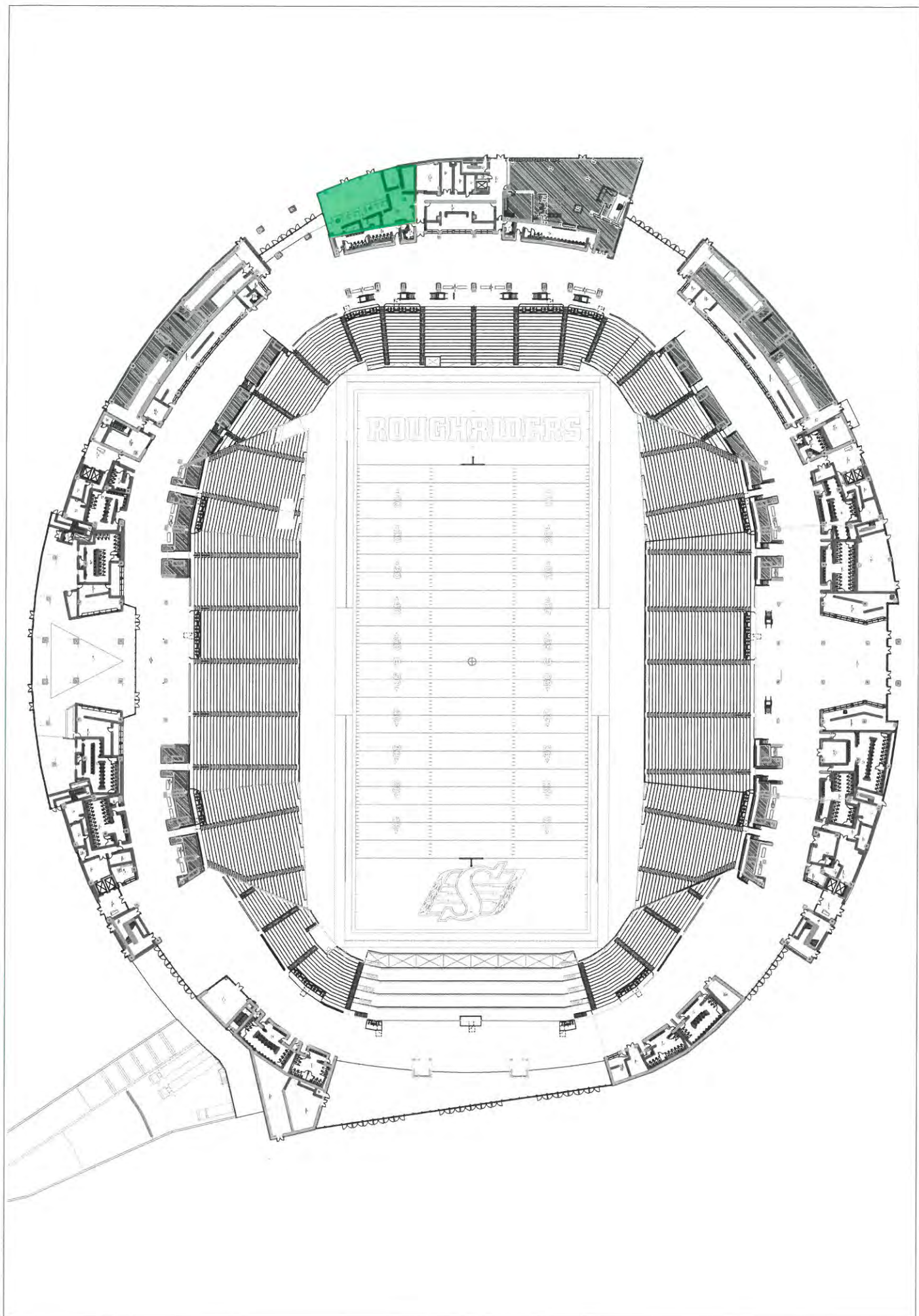
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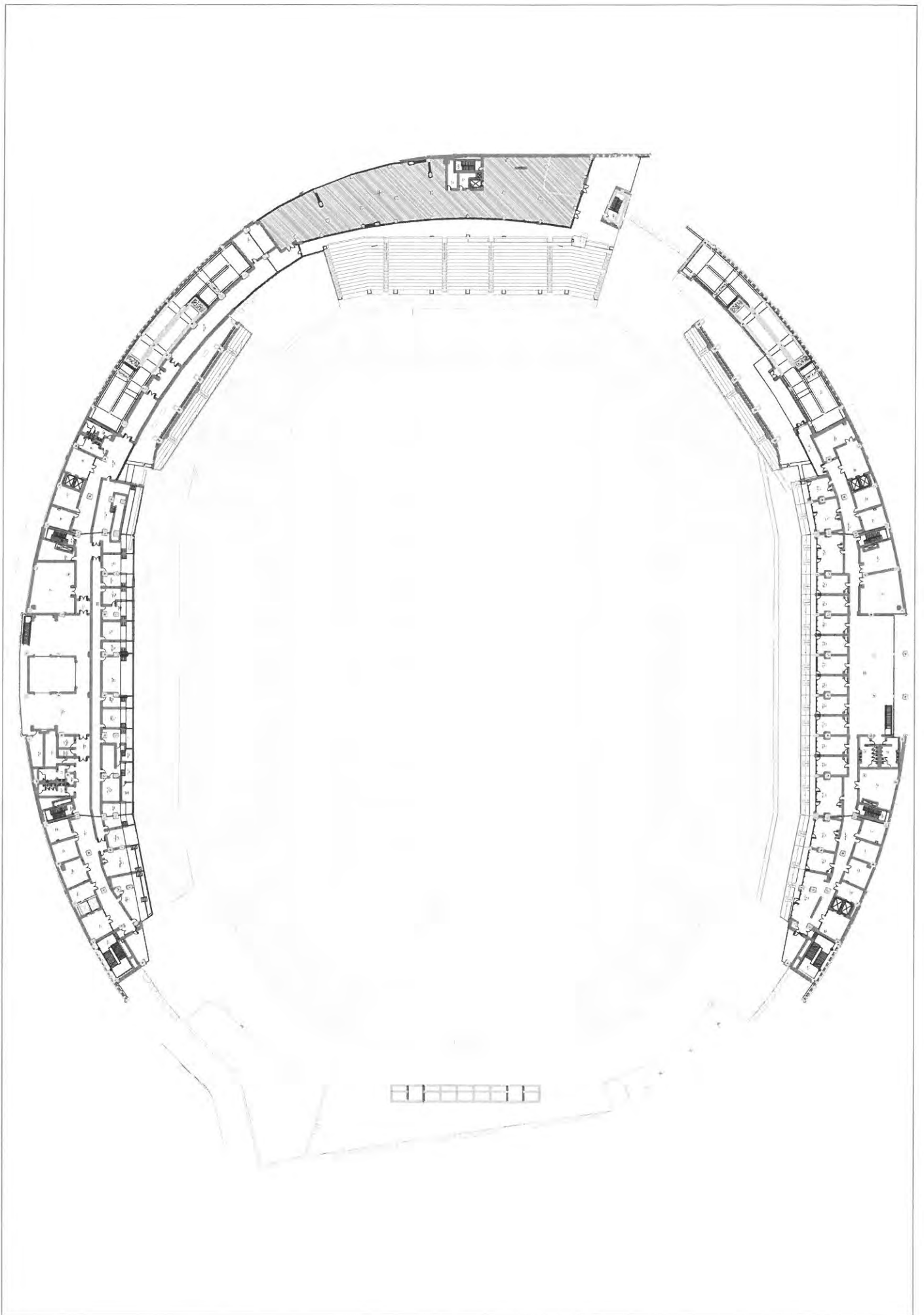
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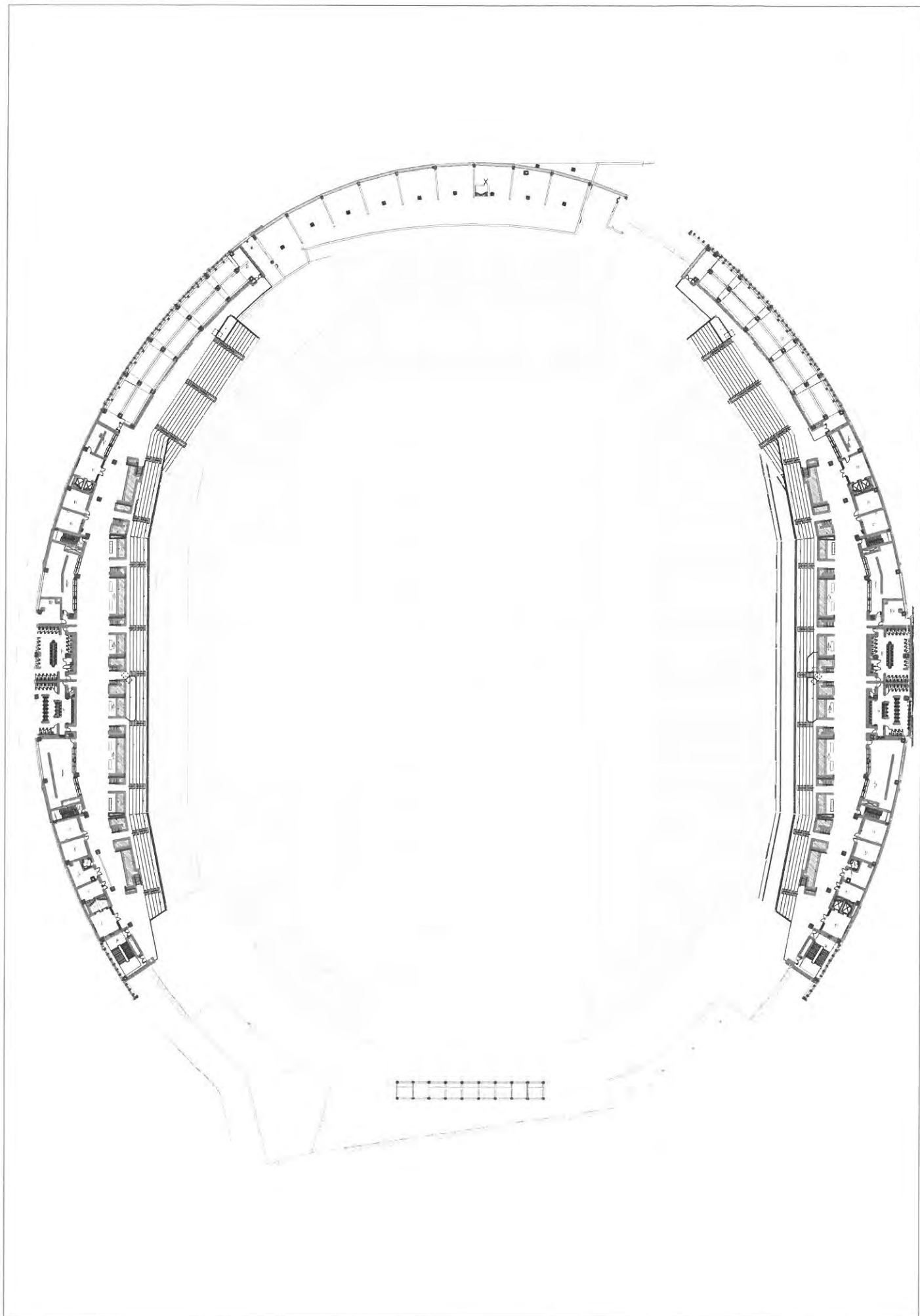
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# **SCHEDULE “B”**

## Schedule "B"

### Stadium Assets

Stadium Assets shall include the following assets, furniture, fixtures and equipment use in and/or comprising part of the Stadium:

#### B.1 Base Building Components –

For the purposes of this Agreement, the Base Building Components means the following items, to the extent included within the Premises and Stadium:

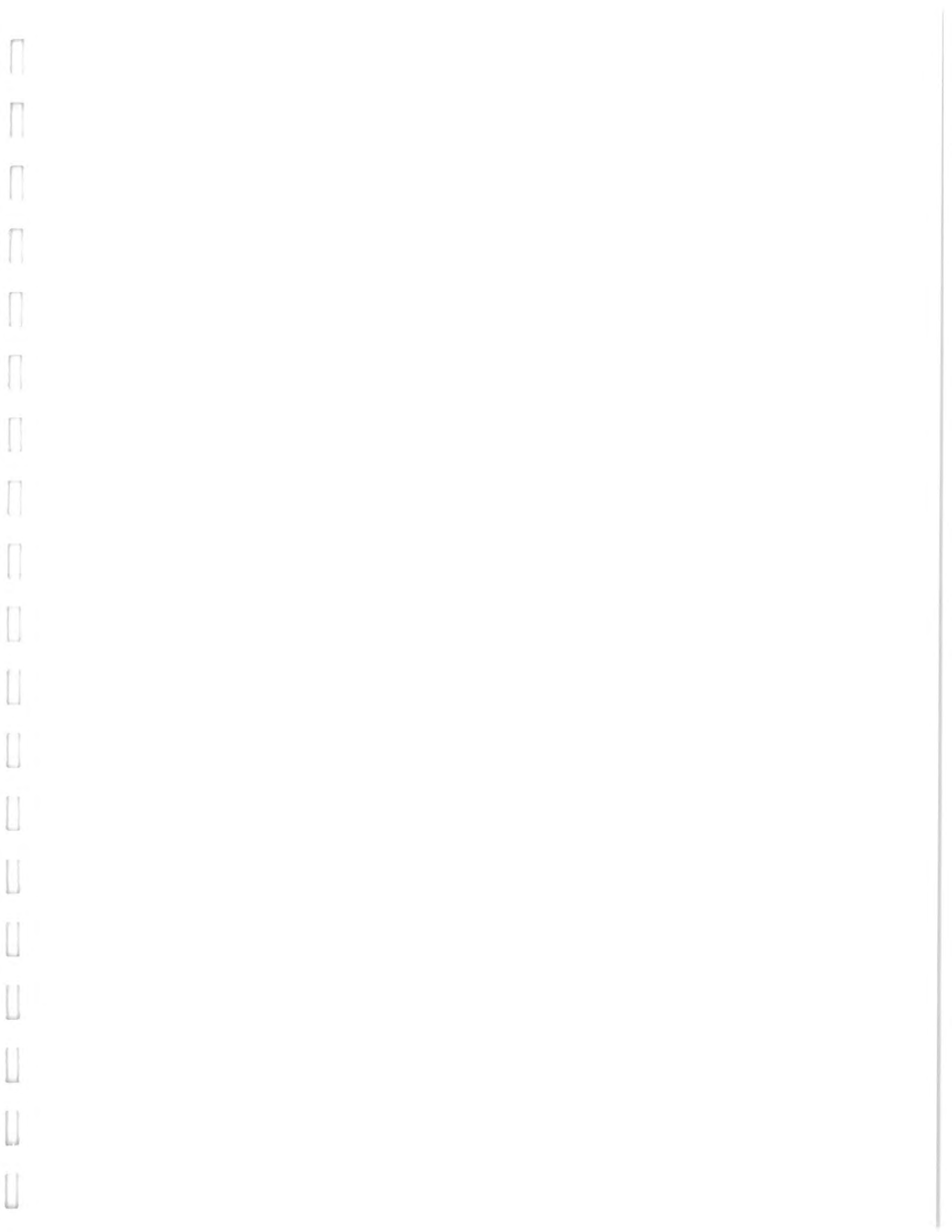
- (a) Parking lots and associated infrastructure:
  - There are two parking lots at the southwest corner and one at the northwest corner adjacent to the Premises
- (b) City fibre service
  - The demark points are at the southeast and northwest vaults
  - The vaults and infrastructure to the Stadium
- (c) Water service
  - The demark point is at the water supply loop
  - Connections to the water supply loop and infrastructure to the Stadium
- (d) Sewer service
  - The demark points are the two man-holes on the south trunk line
  - The 4 service connections to the south trunk line and infrastructure to the Stadium
- (e) Storm service
  - The demark point is the storm water manhole at southwest corner of Confederation Park
  - The manhole and service connection infrastructure to the Stadium
- (f) Electrical service
  - The demark point is the City owned "switchgear" at the southwest corner adjacent to the Premises
  - The switchgear and the infrastructure from the vault to the Stadium
- (g) SaskTel service
  - The demark points are the two fibre/duct bank/pull vaults located at the southwest and southeast corners of the Premises
  - The infrastructure from the two fibre/duct bank/pull vault demark points to the stadium is expected to be SaskTel's responsibility
- (h) Access Communications service

- The pedestal at the southwest corner of the Premises is the demark point. The service runs from the southwest duct bank (shared with SaskTel) as a separate line from the pedestal to the Stadium
  - The infrastructure from the pedestal demark point to the Stadium is expected to be the responsibility of Access Communications
- (i) Site lighting
- All site lighting that is beyond the Premises and fed from the Stadium
- (j) Landscaping
- The landscaped area at the south edge of the Premises

Without limiting the generality of the foregoing, Base Building Components shall specifically include the items identified in the attached listing of assets.

For the purposes of this Agreement, under the following categories, the individual items listed are **not** included within the Premises and Stadium and are **not** included within the definition of Base Building Components:

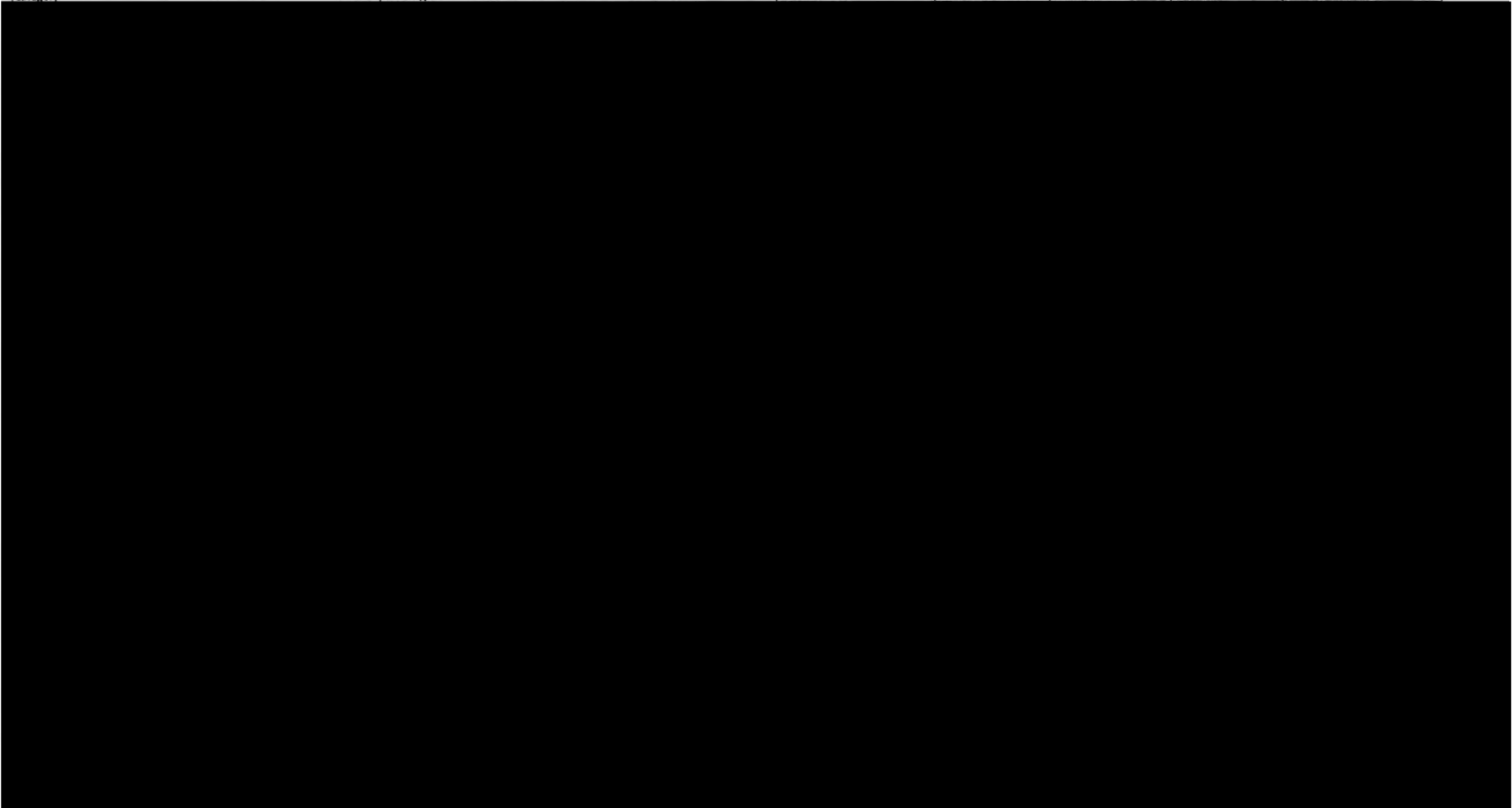
- (k) Confederation Park
- (l) Natural gas service
- The natural gas infrastructure from outside the boundary to the meter
- (m) Tennant spaces
- Tenant procured FF&E, SaskTel systems and interior leasehold improvements
- (n) Maxtron video screen, video screens, ribbon boards, score clock, TVs.
- Equipment
  - Infrastructure
- (o) Non-City purchased or owned Furniture, fixtures and equipment (FF&E)
- (p) Signage
- Sponsorship and advertising signage and infrastructure
  - Concession brand signage and infrastructure
- (q) Communications/IT Infrastructure
- Point of sale
  - Broadcast
  - Wi-Fi and cellular
  - Security system
  - Audio/video
- (r) General voice/data



The rest of Schedule B has been removed

Schedule B - Base Building [REDACTED]

Category	Asset Type	Manufacturer	Model Number	Quantity	Measurement (Units, Lm, Sq.m)	Building Location
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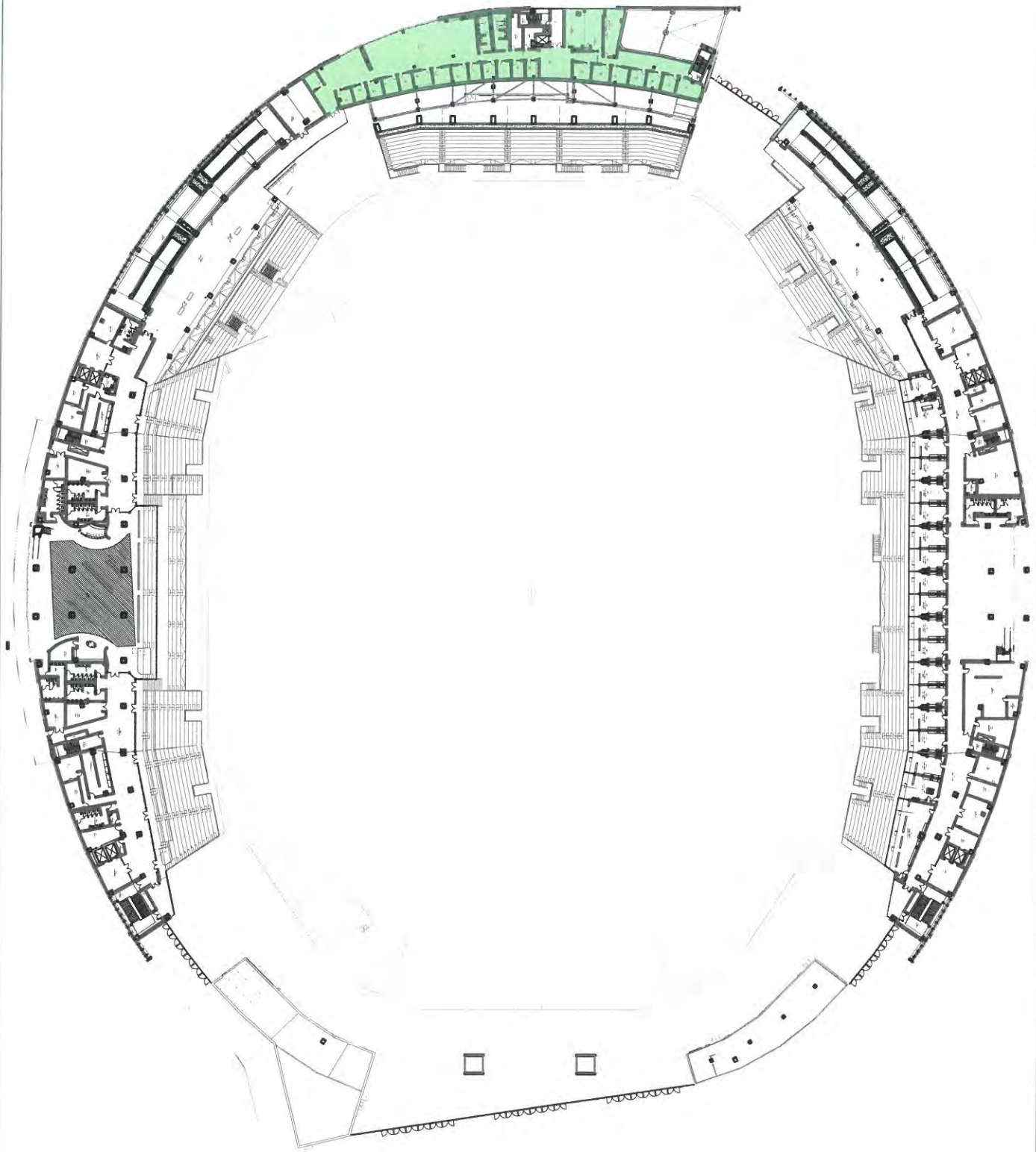
The parties agree that the list reflects the best available information at the time of signing. Any discrepancy or inconsistencies will be resolved by mutual agreement of the parties.

# SCHEDULE “C”

Schedule "C"

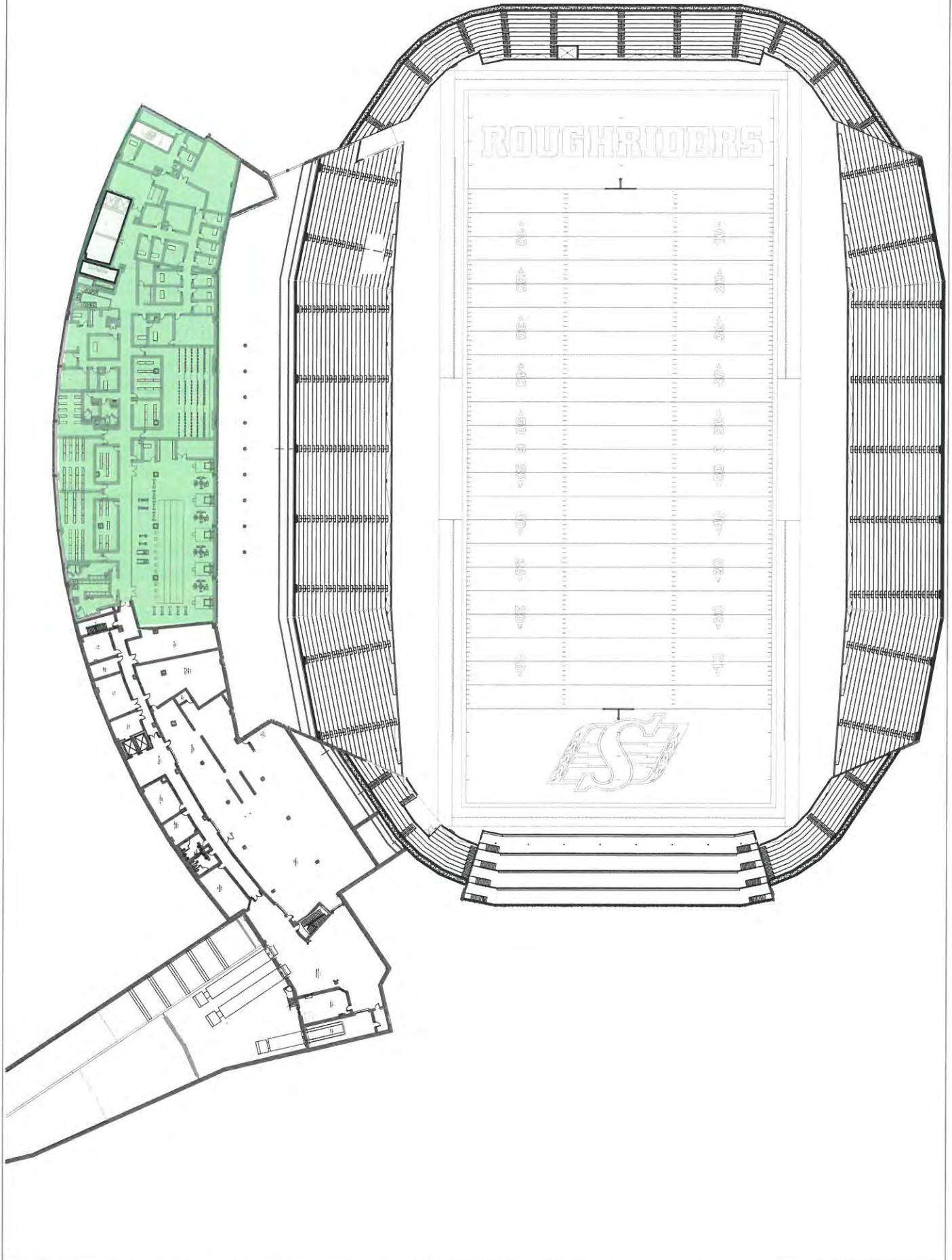
**Drawings of Leased Premises**

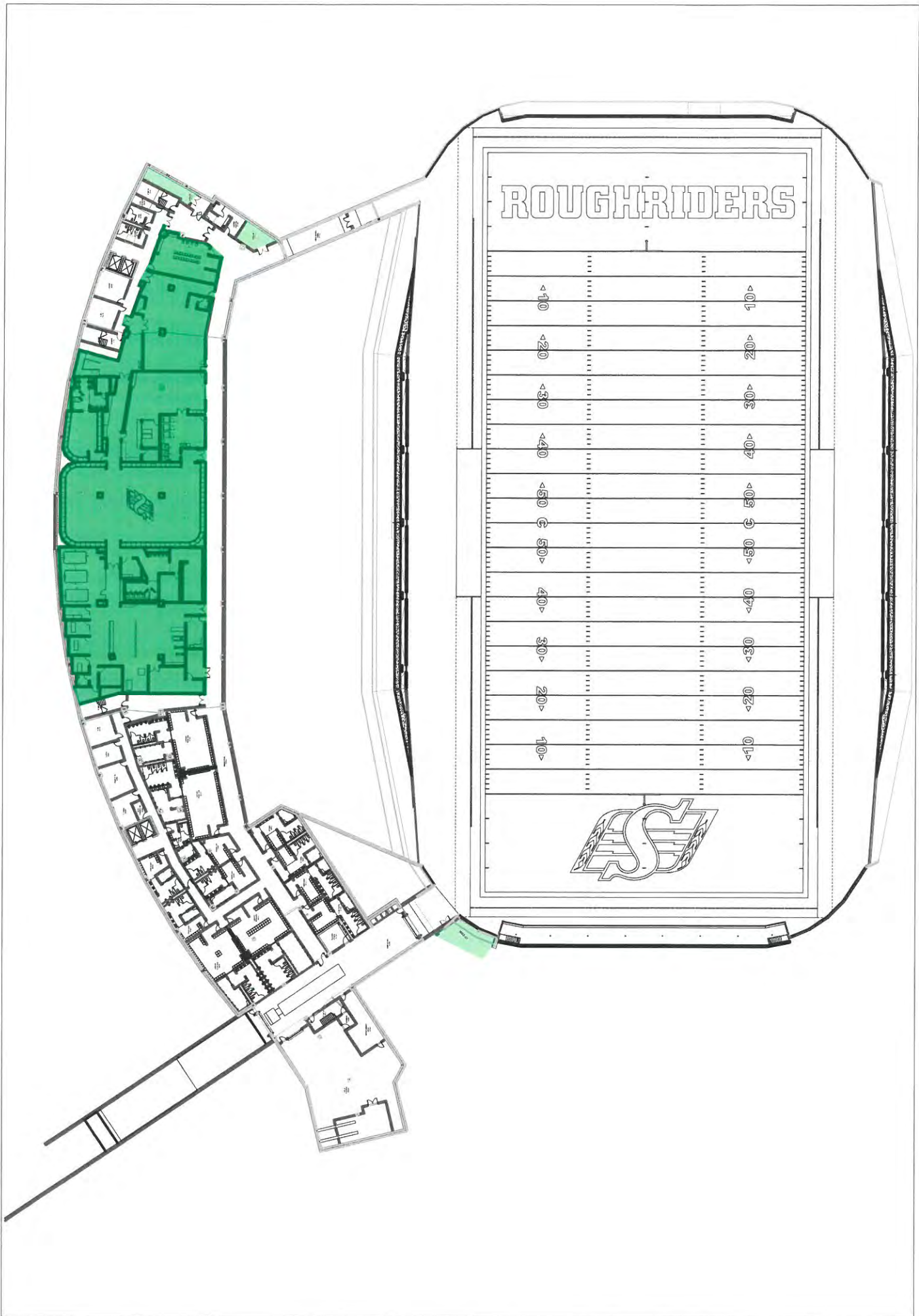
Schedule C - SaskSport Leased Space

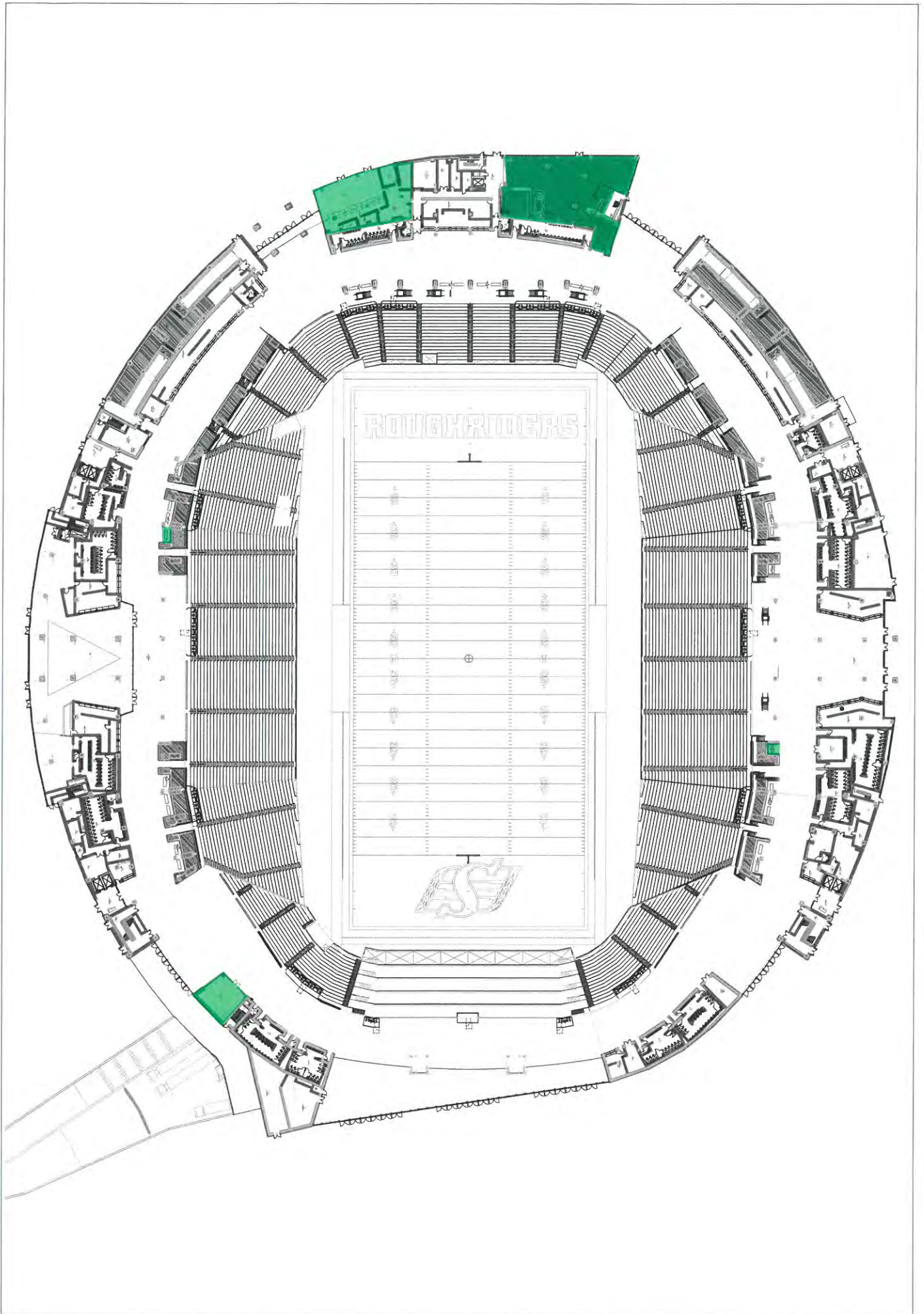


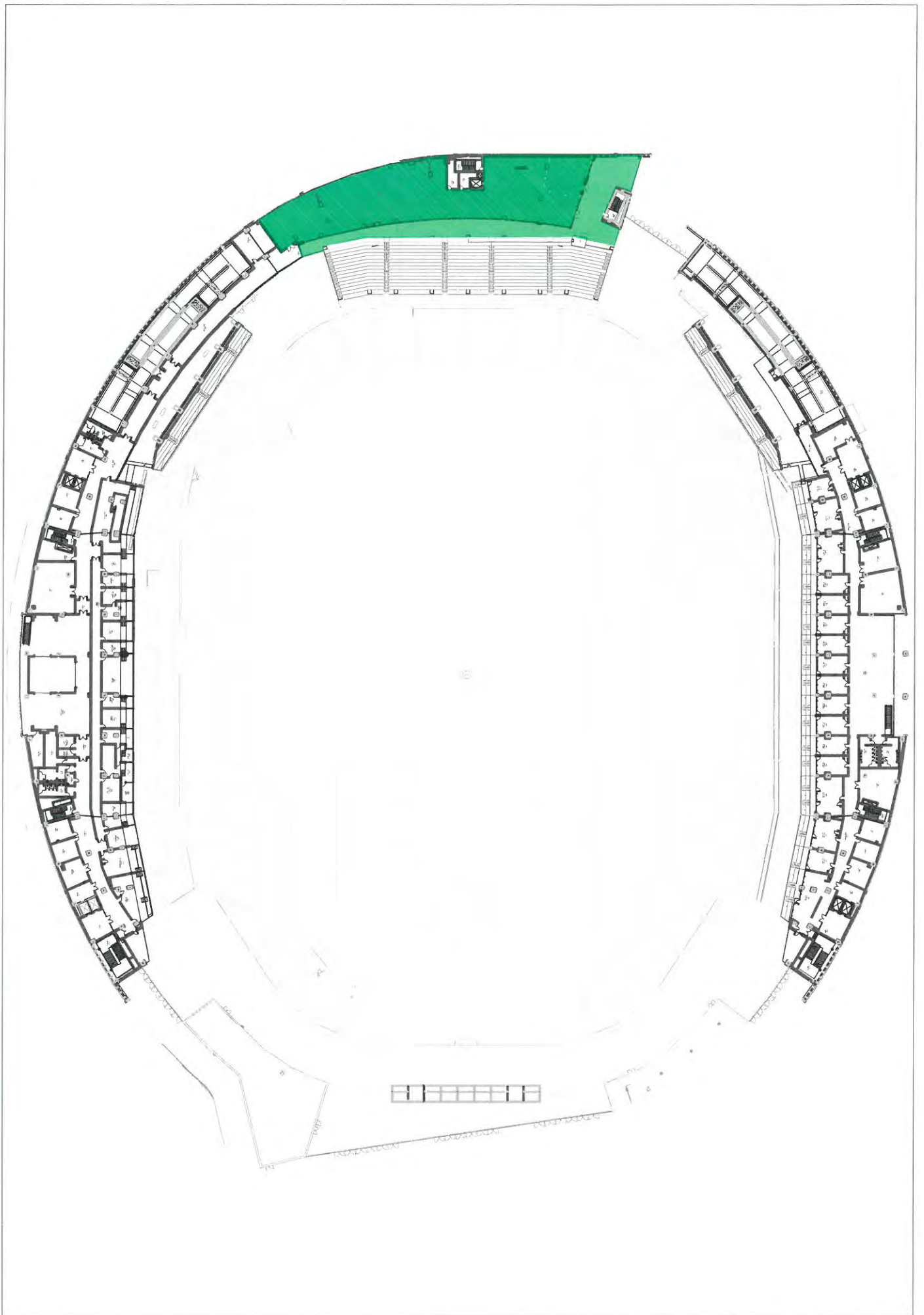


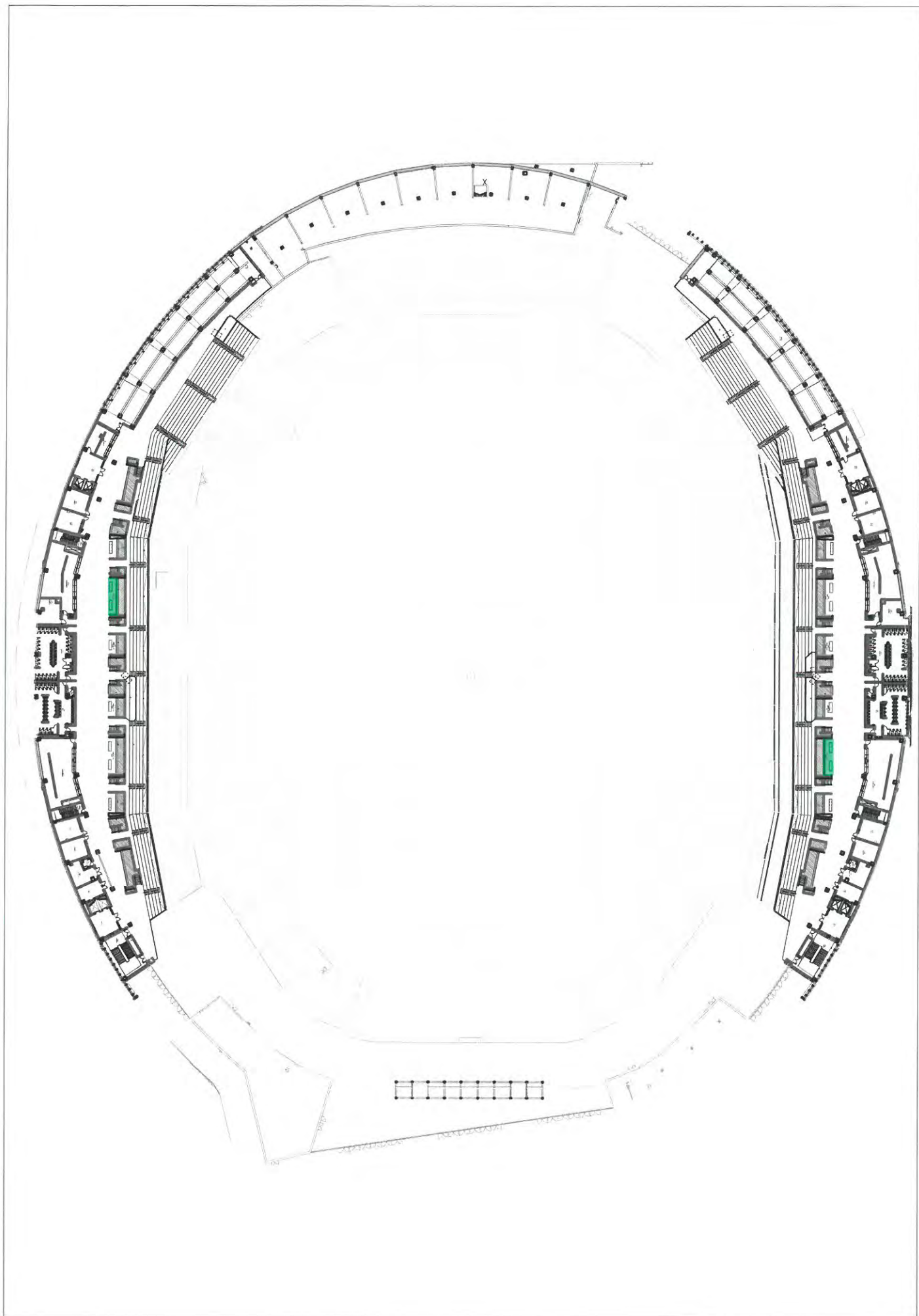
Schedule C - SRFC Leased Space









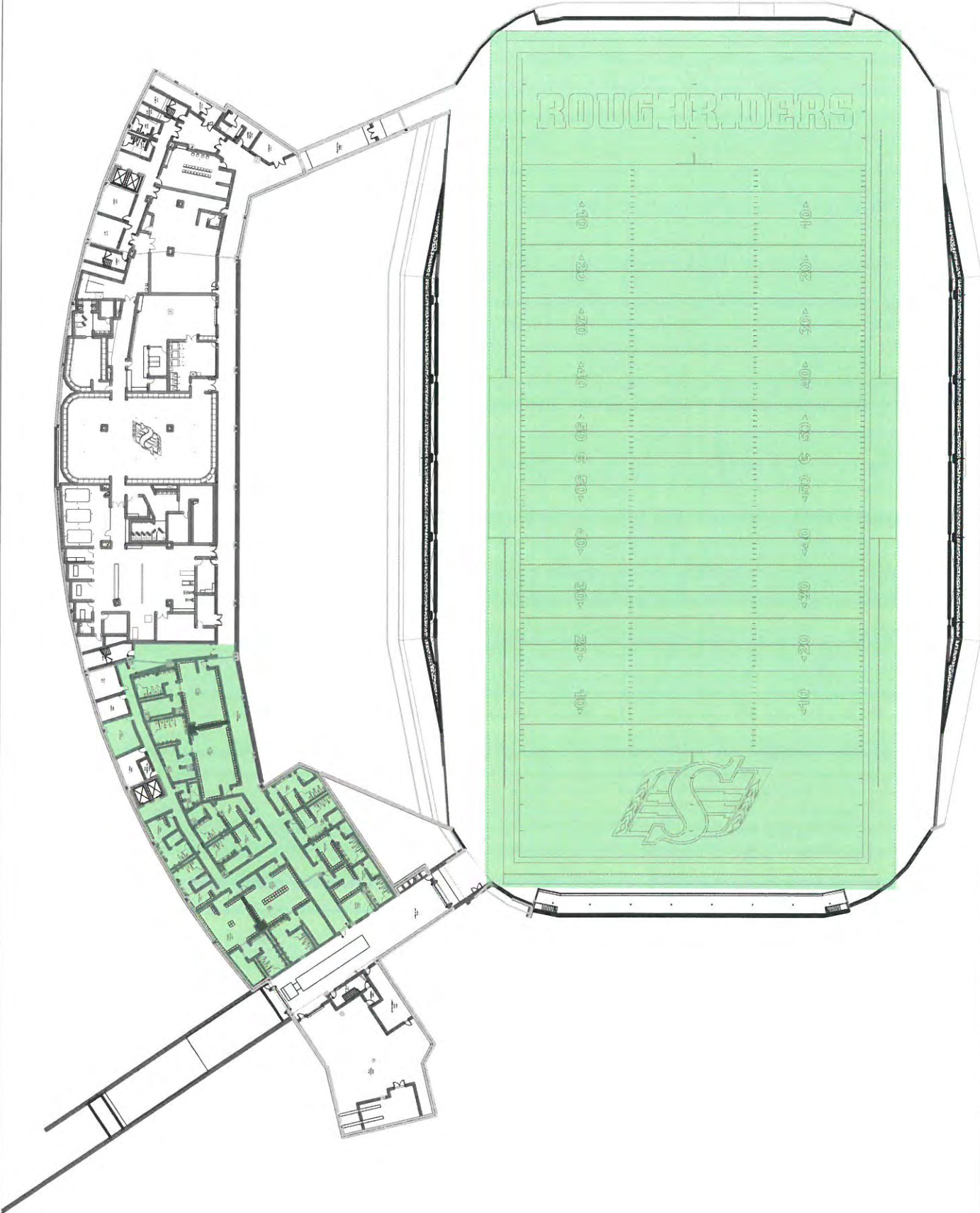


# **SCHEDULE “D”**

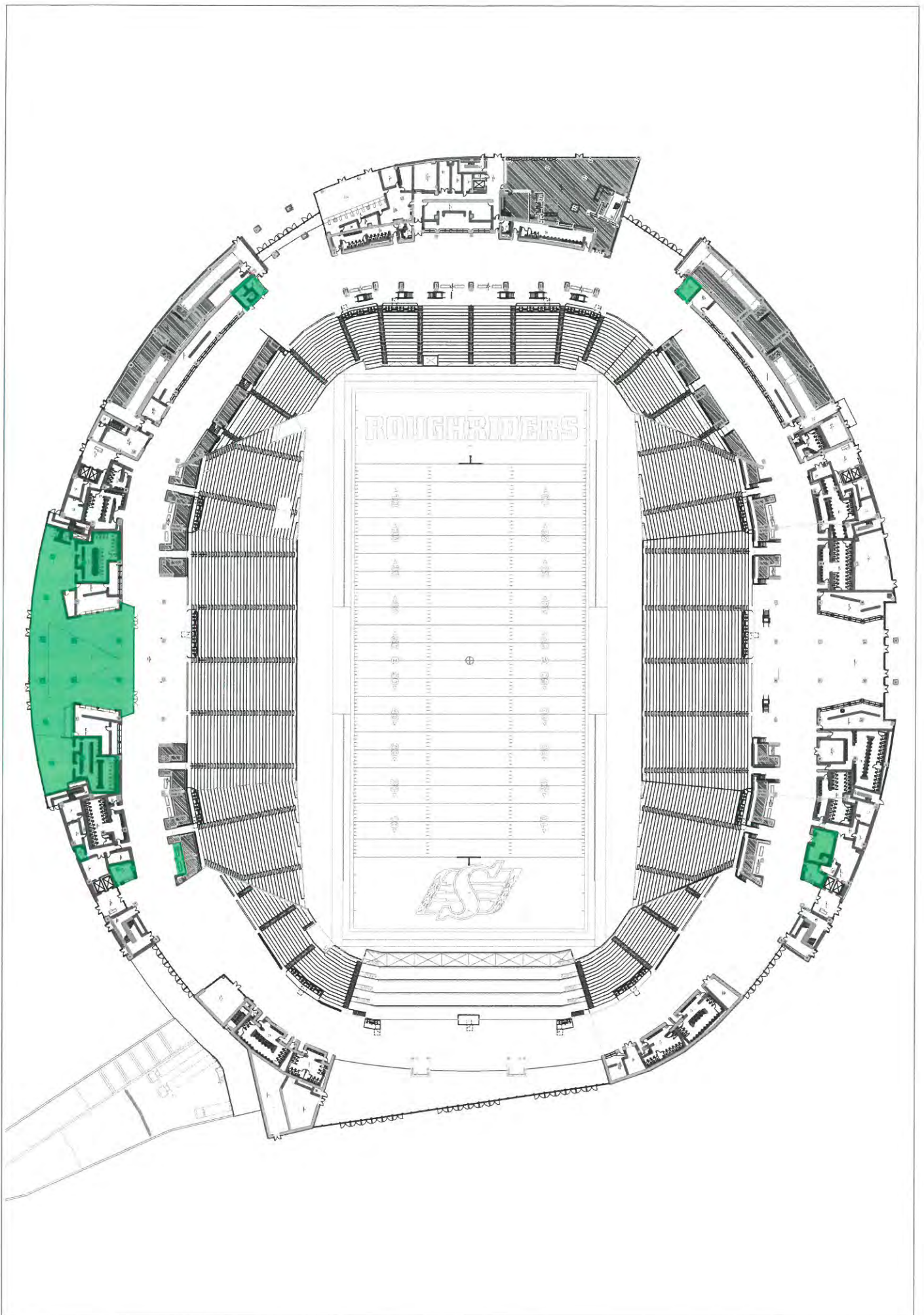
Schedule "D"

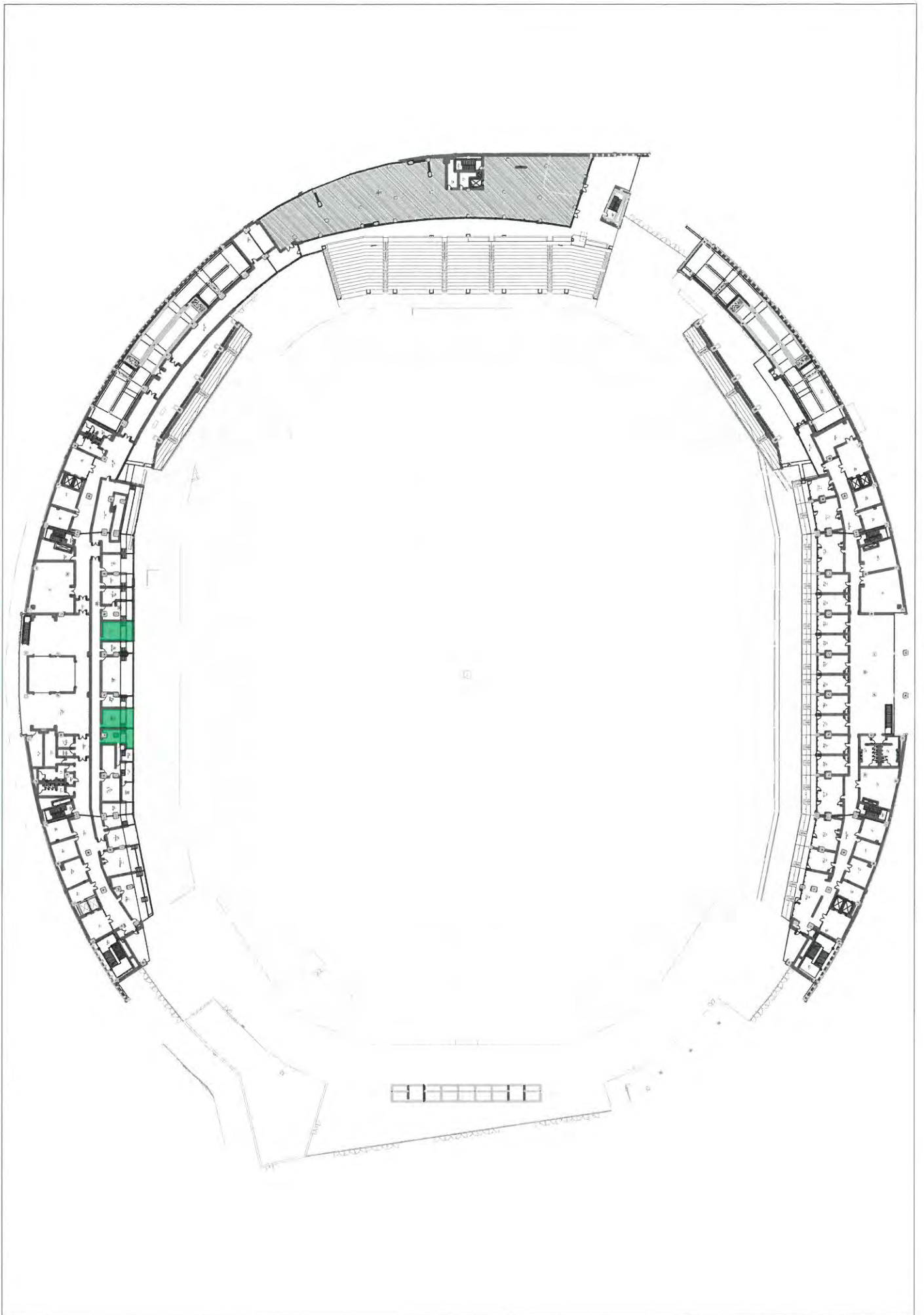
**Drawings of Licensed Areas**

Schedule D - SaskSport Licensed Space









Schedule D - SRFC Licensed Space



Schedule D - SRFC Licensed Space

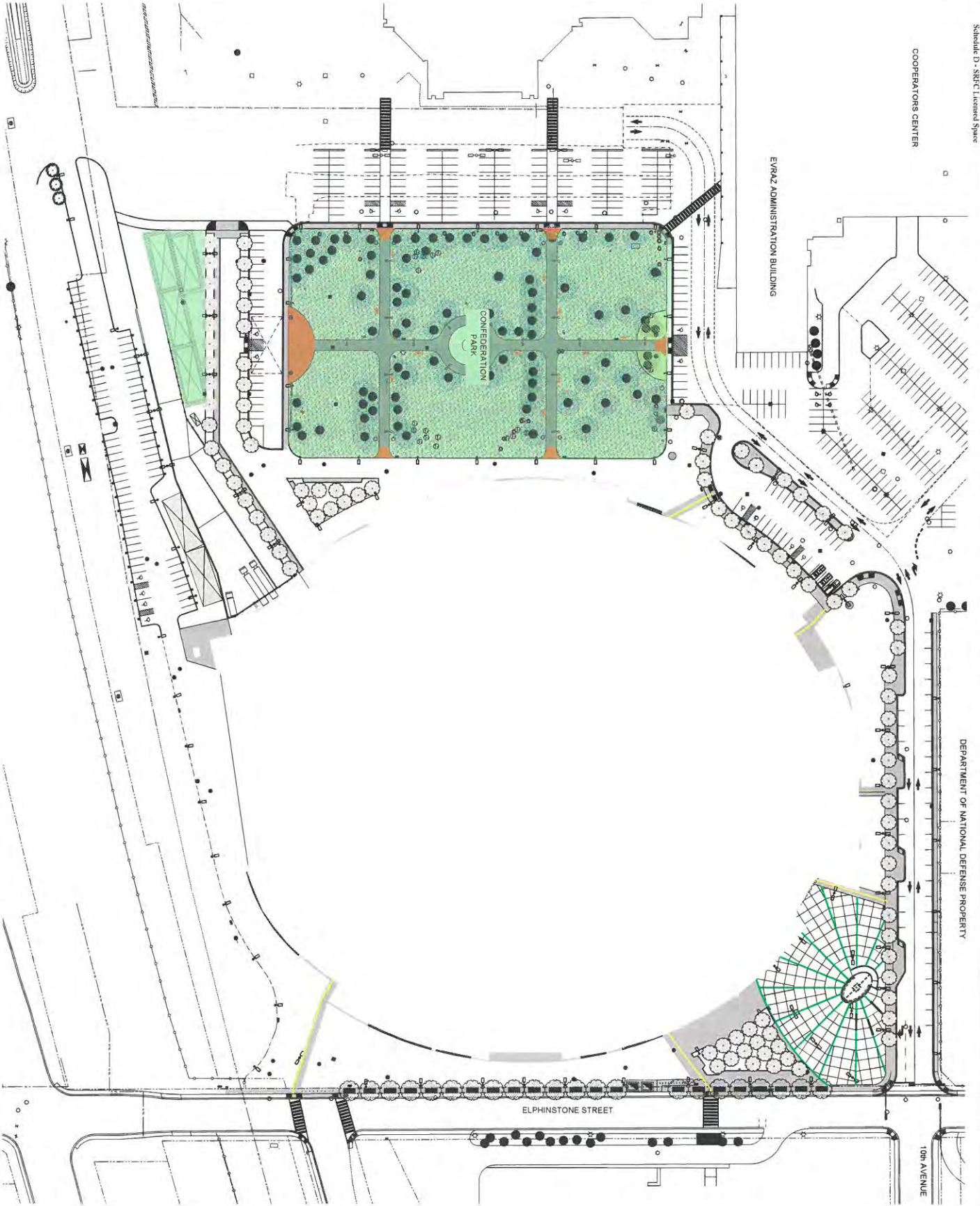
COOPERATORS CENTER

EVRAZ ADMINISTRATION BUILDING

DEPARTMENT OF NATIONAL DEFENSE PROPERTY

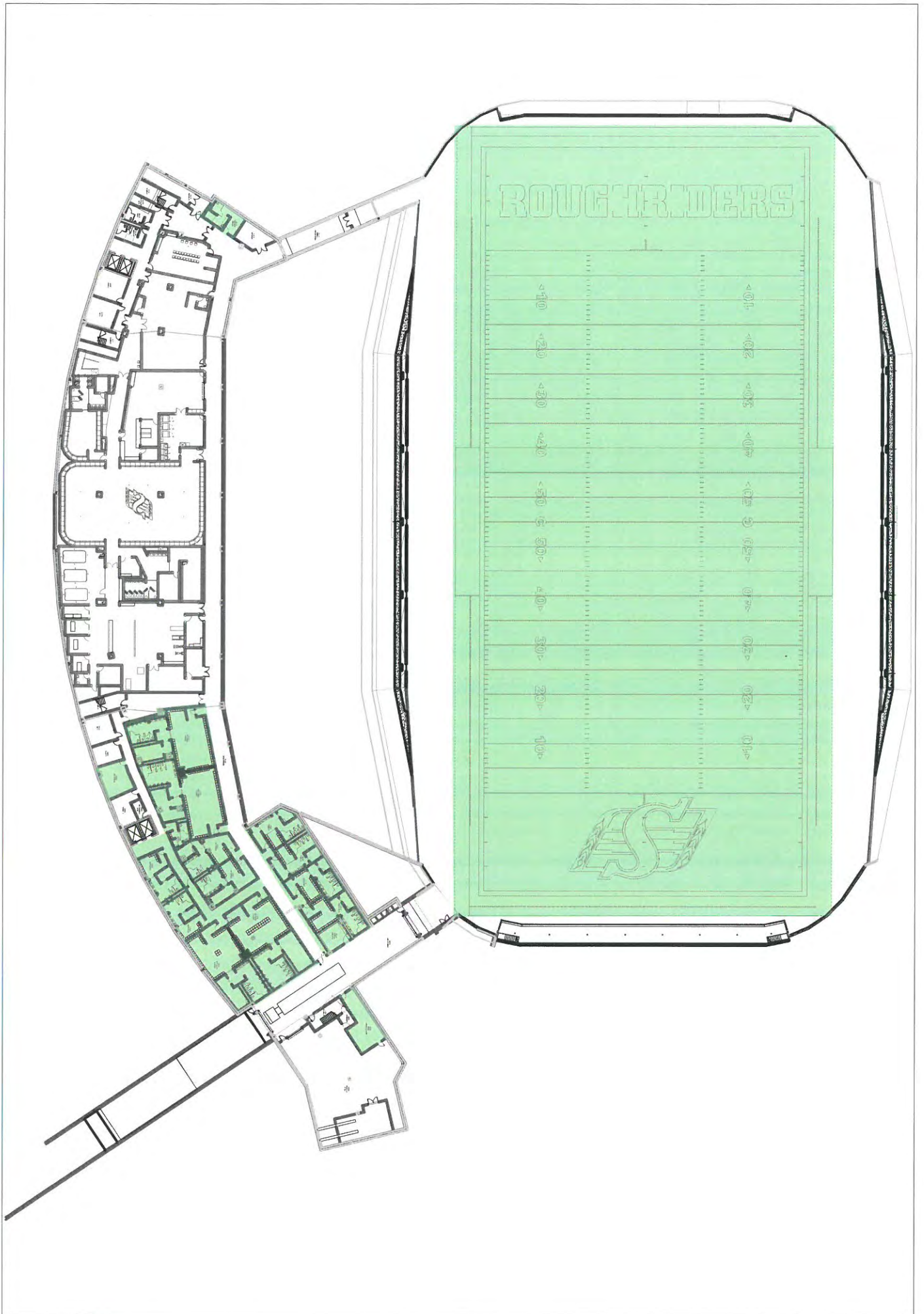
10th AVENUE

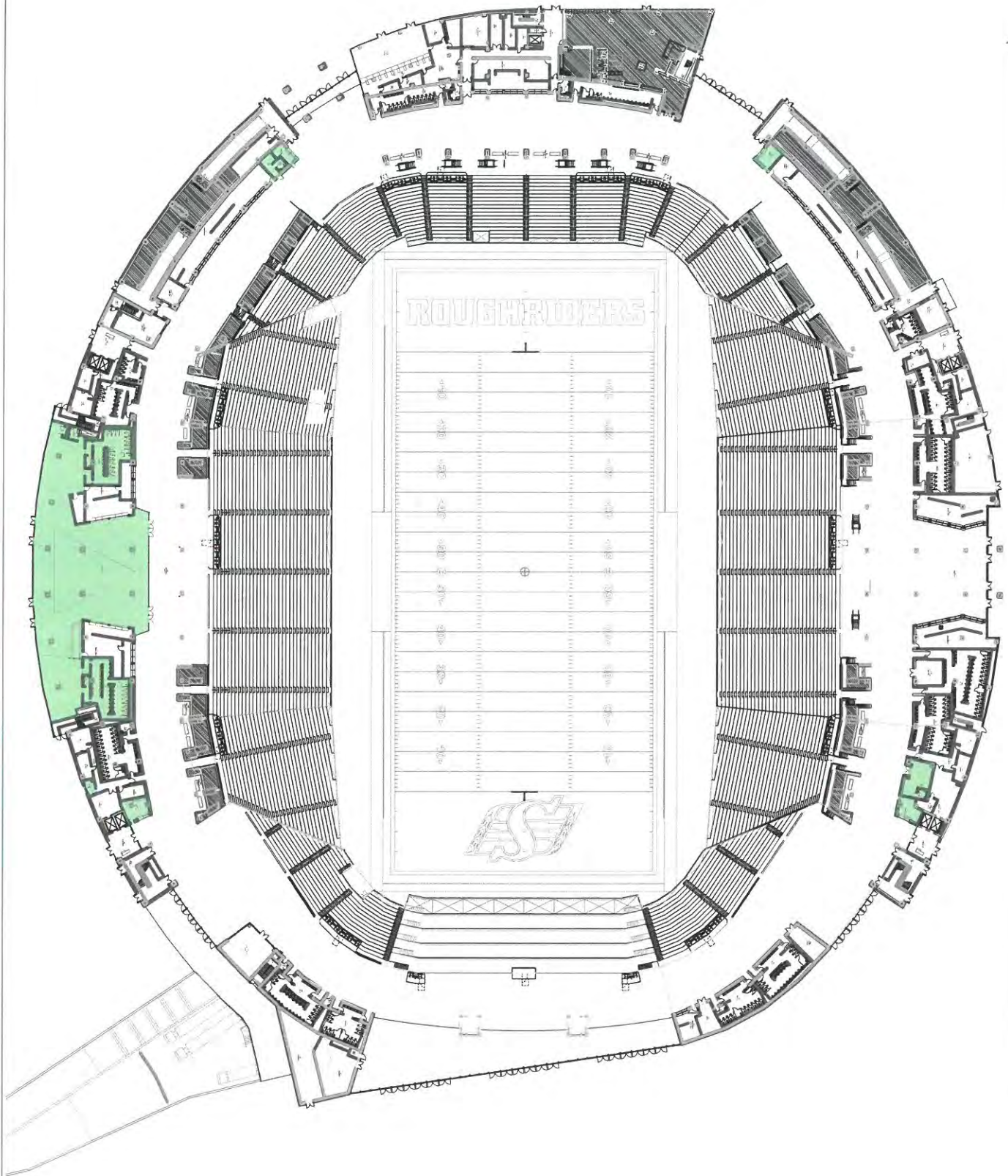
ELPHINSTONE STREET

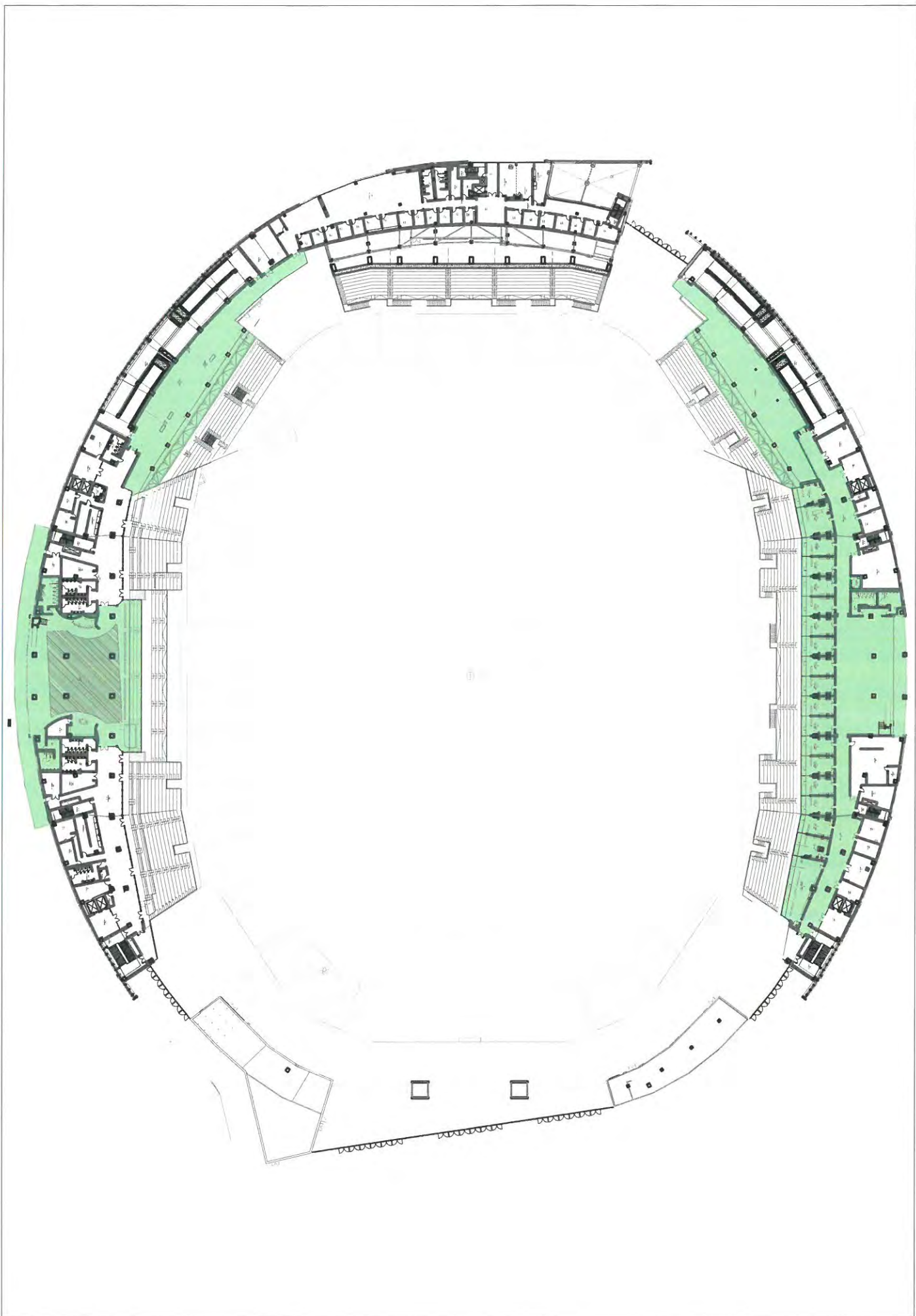


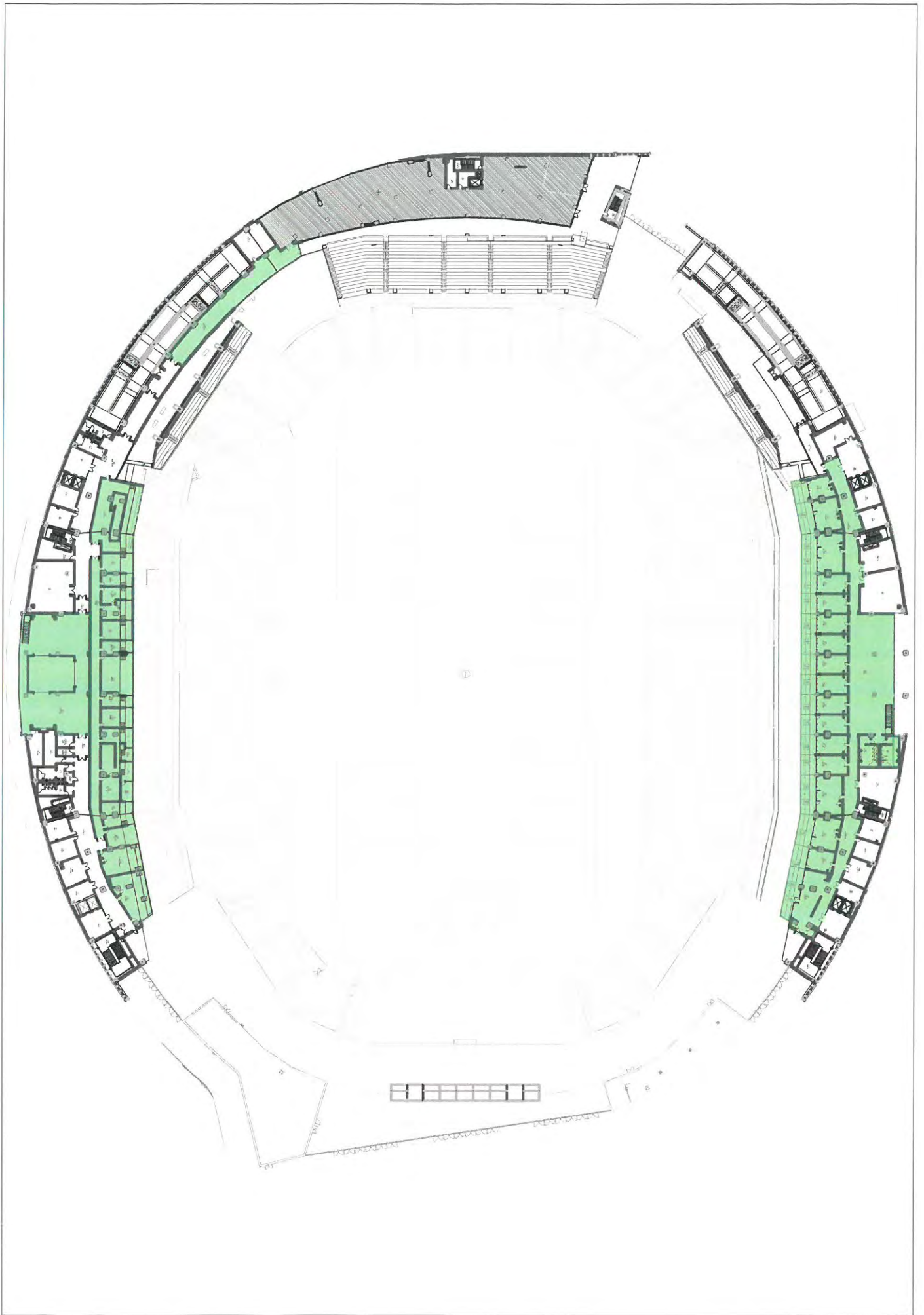
1 Plan  
1/750











# SCHEDULE “E”



Schedule "E"

**Drawings of Parking Spaces**

To be agreed.

# **SCHEDULE “F”**

## Schedule "F"

### Sponsorship Requirements

REAL acknowledges and agrees that the following parameters shall apply to sponsorships granted by the SRFC pursuant to section 4.3 of this Agreement:

For the purposes of this Schedule "F", the following terms shall have the meanings set out below:

- (a) **"Regular Events"** means all events within the Stadium that:
  - (i) are SRFC football games and events and any other CFL football games (provided for clarity, that CFL playoffs and Grey Cup activities shall be subject to the CFL rights and requirements and limitation);
  - (ii) all youth, high school and collegiate sports teams or professional or amateur leagues including but not limited to the University of Regina Rams, Regina Thunder, and Regina Riot football games and high school football games;
  - (iii) recurring community events such as the Regina Exhibition and Fair, Farm Progress Show and Canadian Western Agribition;
- (b) **"Multi-Vendor Trade Shows"** means any event where there are multiple vendors providing goods or services over a defined and limited period of time, and shall include but not be limited to events such as Taste of Spring; Beer, Bacon and Bands and implement dealer shows;
- (c) **"Special Events"** means any event that is not a Regular Event, a Multi-Vendor Trade Show or an International Event, such as large scale concerts;
- (d) **"International Event"** means any event that is not a Regular Event, a Special Event or Multi-Vendor Trade Show that is international in nature and occurring over more than one day such as FIFA World Cup, Pan Am Games.

#### Regular Events

Any exclusivity provided by the SRFC to a sponsor pursuant to a sponsor agreement may include all Regular Events. Notwithstanding the foregoing, in respect of any in-Stadium events held in connection with and at the time of Regina Exhibition and Fair, Farm Progress Show and Canadian Western Agribition, where such events would otherwise constitute a Multi-Vendor Trade Show on their own, the provisions relating to Multi-Vendor Trade Shows as outlined below shall apply to such in-Stadium events.

#### Multi-Vendor Trade Show

During Multi-Vendor Trade Shows, a sponsor's assets and signage exclusivity will be maintained.

The City or REAL will notify the SRFC which will in-turn inform the sponsor of the proposed Multi-Vendor Trade Show where a conflicting sponsor is involved as soon as possible once the SRFC learns of the proposed Multi-Vendor Trade Show. The SRFC's sponsor shall have the same opportunity to participate in Multi-Vendor Trade Shows as a vendor similar to any other vendor (if the business of the sponsor is part of what the Trade Show is presenting).

If there is a conflicting sponsor involved as a sponsor of the Multi-Vendor Trade Show, the SRFC and the City / REAL, working together and acting reasonably, shall attempt to balance the interests of the sponsor in its sponsorship from the SRFC and the interest in proceeding with the Multi-Vendor Trade Show. The SRFC and the City / REAL will work to minimize the impact that the Multi-Vendor Trade Show may have upon the sponsor in respect of its sponsorship of the SRFC and the benefits thereof. The SRFC and the City / REAL will work to minimize the impact that the agreement between the SRFC and the sponsor might have on the proposed event. The sponsor may be consulted where appropriate in the opinion of the SRFC to provide input into the appropriate method to minimize the impact on the sponsorship of the sponsor, it being agreed that the least amount of impact on all parties will be the common objective.

### **Special Events**

If at the start of the discussions around the Special Event there is not a sponsor for the Special Event that would conflict with any of the parties or industries listed on the Protected List of Sponsors referred to below, the promoters of the Special Event shall be notified that they cannot provide sponsorship to any party that conflicts with the Protected List of Sponsors. If a specific sponsor or sponsorship category is not noted on the Protected List of Sponsors, the Special Event has the ability to obtain sponsors from any party or industry except those noted on the Protected list of Sponsors.

In the event there is a sponsor for the Special Event that is a conflict to the parties or industries listed in the Protected List of Sponsors, the SRFC and the City / REAL working together and acting reasonably, shall attempt to balance the interests in having the Special Event occur at the Stadium and the interests of the sponsor from the Protected List of Sponsors in preserving its exclusive rights and signage benefits. The SRFC and the City / REAL will work to minimize the impact that the agreement between the SRFC and the sponsor might have on the proposed Special Event and on the sponsor's exclusivity and signage rights. The sponsor may be consulted where appropriate in the opinion of the SRFC to provide input into the appropriate method to minimize the impact on the sponsorship of the sponsor, it being agreed that the least amount of impact on all parties will be the common objective.

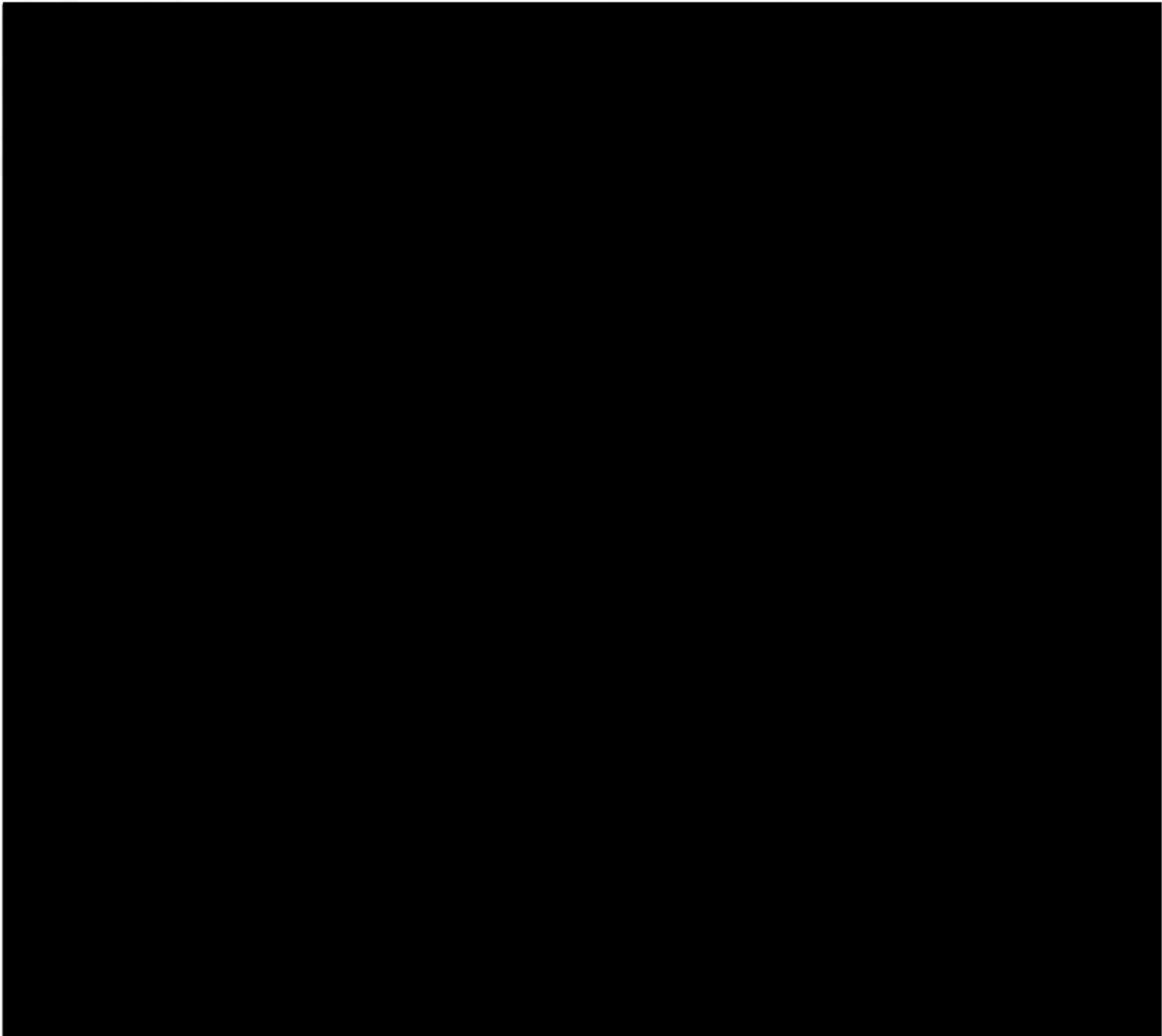
### **International Events**

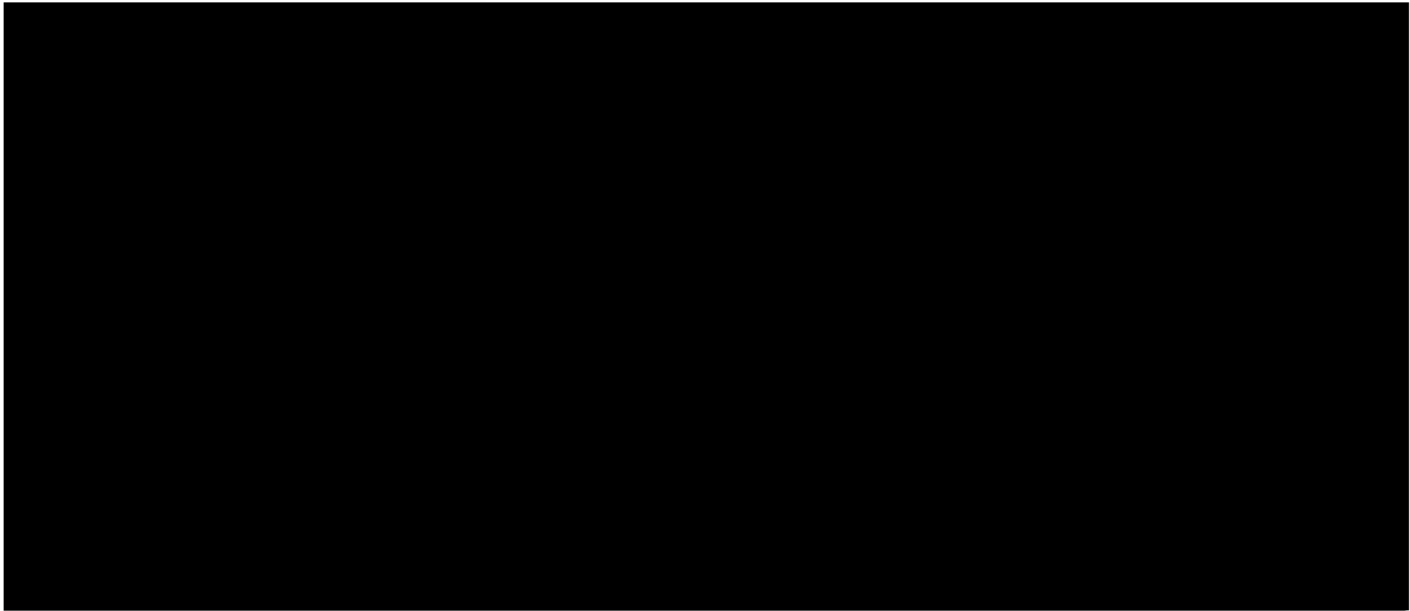
The exclusivity and signage rights granted to a sponsor shall not be applicable during and in respect of an International Event. It is acknowledged that in respect of and during International Events, signage and exclusivity shall be not be applicable and may be impacted by, during or as a result of the International Event.

### **Protected List of Sponsors**

The SRFC shall provide the City / REAL with a list of categories of sponsorships where by virtue of the nature of the sponsorship or the relationship with the SRFC, the sponsor's exclusivity would be maintained. This protected list shall either be made up of particular industries or business categories (such as automobile supplier, beer supplier, alcohol supplier and soda/soft drink supplier) or shall be made up of a particular sponsor by corporate entity (such as [REDACTED]). This list shall be updated from time to time and additional protected sponsors may be added or sponsors may be dropped, and the protected sponsor list shall be revised whenever a new sponsor party replaces a previous sponsor party. The SRFC will ensure the City / REAL is informed of any changes to the list of protected vendors. The list of sponsors as at the date hereof includes but is not necessarily limited to those set out below.

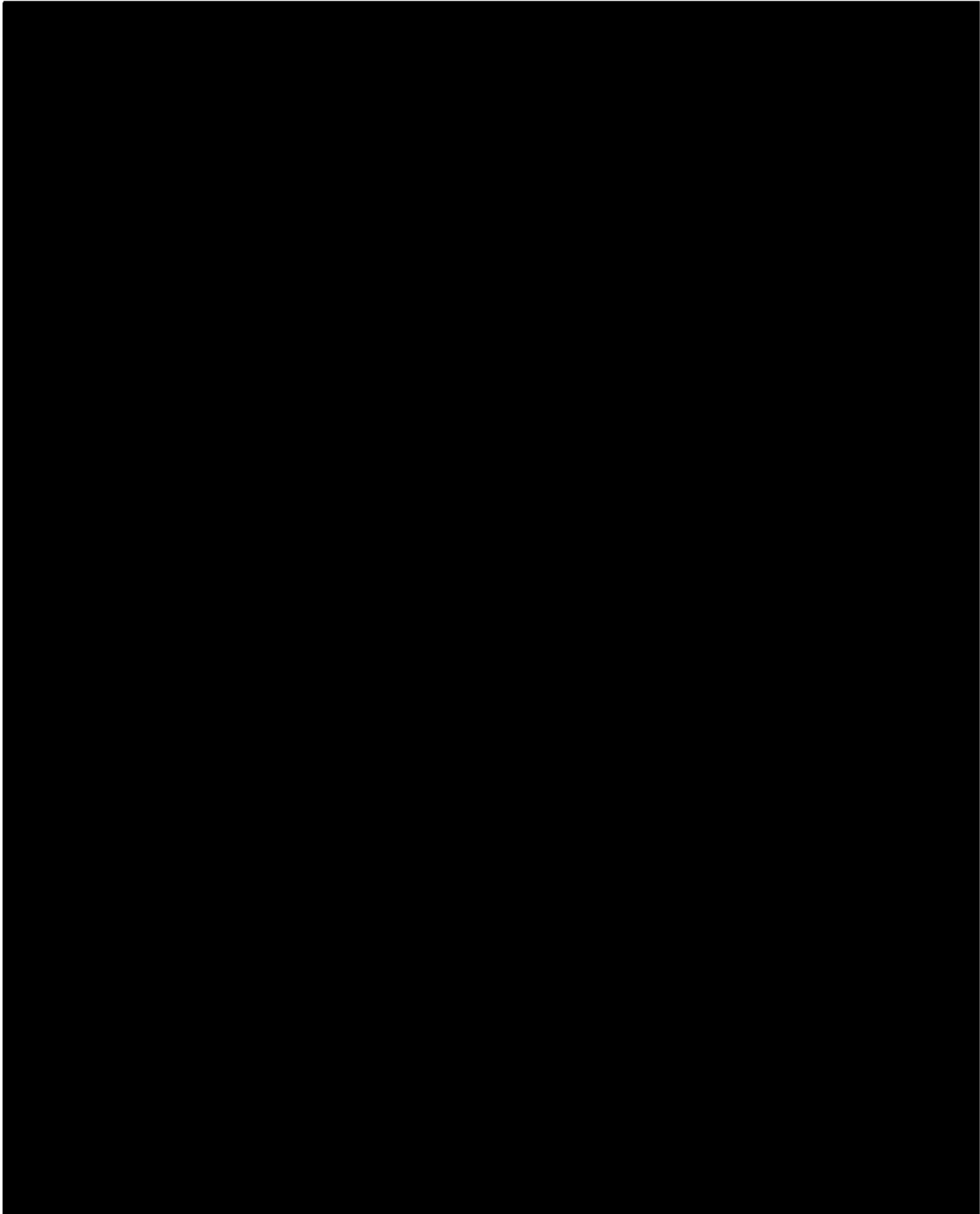
### **Special Provisions**





Sponsorship Exclusivity Categories:









# SCHEDULE "G"

Schedule "G"

**SaskSport Event Fee Schedule**

	<b>Event Type</b>	<b>Applicable SaskSport Event Fee</b>
	University of Regina Football	\$3,400.00 per game
	Regina Thunder Football Regina Riot Football	\$2,100.00 per game
	RHSAA Football (2 games per evening)	\$1,800.00 per evening
	Other Community Events	\$800.00

# SCHEDULE “H”

## Schedule "H"

### Reporting Requirements

**H.1 Annual Report** - An annual report is to be submitted by REAL to the City no later than March 31 of each year of the Term reporting on operations for the previous operating year January to December.

- (a) The annual report shall include, but need not be limited to the following items:
  - (i) Review of service standards pursuant to section 2.3, including an –an executive summary that highlights the service standards REAL excelled at, achieved and those needing improvement. The report shall make reference to the benchmarking of REAL’s service standards completed to other Comparable Facilities and the plans REAL has place to achieve similar service standards, where applicable and shall identify the results of any “secret shopper” programs undertaken during the reported period.
  - (ii) Review of effectiveness of Agreement and recommendations pursuant to section 3.3, including assessment of the impact of any specific terms and conditions of the Agreement on achieving the sustainable operation and maintenance of the Stadium and the commercial goals of REAL. The report shall also include specific recommendations, and any resulting financial impacts where REAL has determined a change is required to improve on the effectiveness of the agreement.
  - (iii) Review of Rules & Regulations pursuant to section 4.5, including a summary of any breach by the tenants and any changes that have been implemented by REAL during the operating year.
  - (iv) Review of Stadium Operational Policies pursuant to section 2.4, including REAL’s analysis of the effectiveness of existing Stadium policies towards intended objectives and any recommendations, and any resulting financial impacts, for new or revised policies that may be required.

**H.2 Asset Management Reporting** - The City and REAL acknowledge that it is an underlying principle of this Agreement that the Stadium is a major City asset that has been built with funding from the Province, taxpayers, SRFC and sponsorship dollars. The City requires the stadium to be appropriately operated and serviced to ensure the Stadium will be maintained to a First-Class Condition. To meet these requirements, REAL is required to develop and implement various plans that will enable it to meet this criteria and report to the City as follows:

- (a) **Asset Management Plan** – REAL is to develop an Asset Management Plan pursuant to section 7.3 that provides information about infrastructure and FF&E assets including actions required to an agreed level of service in the most cost-effective manner while outlining associated risk. The plan defines the services to be provided, how services are provided and what funds are required to provide the services over a thirty (30) year

planning period. This Asset Management Plan is to be reviewed annually with the City to ensure the plan is meeting the needs and requirements.

- (b) **Capital Renewal Plan** – REAL is to provide, a Capital Renewal Plan to the City by May 31 of each year that will be used for capital budgeting purposes for the year following. The Capital Renewal Plan is to detail the Stadium Assets, the estimated life of the asset, the estimated replacement cost of the asset that is reported over a thirty (30) year time period. For further clarity, the plan is also to include any capital improvements or requests REAL would like considered during the capital budget process. These capital improvements or requests may be subject to review and REAL may be required to submit a business case that provides details and reasons why the investment should be made.
- (c) **Capital Project Reporting** – Based on the annual approval by the City to proceed with capital improvements, REAL shall provide the City with an annual year-end report no later than March 31<sup>st</sup> of the following year of each year of the Term regarding the implementation of the approved capital program and all other capital work. The report shall include the following information:
  - (i) the descriptions of each project and the base building systems, components and equipment (including FF&E items) that were impacted;
  - (ii) the date the work was completed and final costs versus planned costs, breaking down all costs by consulting, internal labour, contracted services and other categories, as may be reasonably required by the City;
  - (iii) A listing of third parties involved in each project; and
  - (iv) a backlog of any work planned but not performed with the description of the work, the date it was scheduled to be performed and the new planned date if applicable.

### **H.3 Maintenance Reporting**

- (a) Regular maintenance reporting is to be submitted by REAL to the City pursuant to Article 7.
- (b) Additional maintenance reporting may be requested by the City at any time and, upon such request, must be produced within 10 days of the request.
- (c) Maintenance reporting shall include but need not be limited to, the following information:
  - (i) Work orders – the number of preventative, predictive and reactive work orders completed in a particular time period with the details of the equipment, description of maintenance, description of work completed, total labour hours reported and total costs reported.
  - (ii) Backlog report of any work not performed with the description of the work and

the date it was scheduled to be performed

- (iii) Snow removal log that includes the work completed (Premise, field of play, roof), the date, labour hours and costs.
- (iv) Turf maintenance log that includes the work completed, the date, labour hours and costs.
- (v) Incident management report for Stadium Events that reports a description of the incident, the resolution, the date and time.

#### **H.4 Food & Beverage Reporting**

- (a) **Food & Beverage Budget** – A Food & Beverage Budget is to be submitted annually, no later than June 30 in the current year of the term, for the following year that provides the details for the budgeted net profit calculation pursuant to Article 8. The timing of this submission is to ensure the SRFC is provided the time to review and consider any proposed price increases or changes to services for their premium suite holders which may need to be reflected in the following year's ticket pricing.
- (b) **SRFC Game Day/Playoff Game/Event Revenues** – A sales and revenue report is to be provided within seventy-two (72) hours pursuant to subsection 8.3(b). The report is to include total premium sales categorized into the suites, AGT lounge, loge seating and outdoor club areas, Confederation Park and general concession sales. For each category, revenue is to be further reported by total food sales and total liquor sales net of taxes. The report is to also include the total scanned attendance in order for the per cap to be calculated for each category and for both food and liquor sales.
- (c) **SRFC Game Day/Playoff Game/Event Net Profit Statement** – A net profit statement is required within ten (10) calendar days pursuant to subsection 8.3(c). The net profit statement should report in the same level of detail as the Food & Beverage Budget and is to include the game day actual results compared to game day budget which will calculate game day variance.
- (d) **Month End Net Profit Statement** – A Month End Net Profit statement is required within 20 calendar days of the month end date which totals all SRFC Games, SRFC Playoff Games and SRFC Events that occurred within the month pursuant to section \*. The Month End Net Profit Statement should report in the same level of detail as the Food & Beverage Budget and is to include month to date actual results compared to month to date budget which will calculate the month to date variance, year to date actual results compared to year to date actual results which will calculate year to date variance. For further clarity, the Month End Net Profit Statement should equal the Game Day Net Profit Statement as provided above and if a variance is reported, an explanation is to be provided. This report will be used to calculate the payment to the City for its share of the food and beverage net profit pursuant to section 8.3.

- (e) **Year End Net Profit Statement** – A Year End Net Profit Statement is required by December 31 for the current year pursuant to subsection 8.3(e) and is to be reported in the same level of detail as the Food & Beverage Budget. The Year End Net Profit Statement will reconcile all revenue reported and costs incurred for the current year for the SRFC Games, SRFC Playoff Games and SRFC Events. Any variance from the previously reported net profit sharing payments issued to the City is to be highlighted and explained. Based on this final Year End Net Profit Statement, REAL may be required to issue an additional payment to the City or the City may be required to reimburse REAL for any overpayments made during the current year.

## **H.5 Operational Reporting**

- (a) **Alleged Accidents or Claims** – Pursuant to section 7.1, REAL will issue a report to the City for any alleged accidents or claims for loss to Person or property. The report is to be provided to the City within forty eight (48) hours of REAL becoming aware and is to clearly explain the alleged accident or claim, the date and time and the estimated cost of repairs.
- (b) **Utility Usage Reporting** – From time to time, the City may request from REAL a utility usage report that will provide the details on the power and energy consumed by any of the Stadium Assets monitored by the Building Management System or by the metering devices attached to certain Base Building Components, which includes but is not limited to the individual power meters. This report will be used to determine lighting and power charges for tenants and users of the stadium.

## **H.6 Financial Reporting**

- (a) **Stadium Base and Event Fee** – Pursuant to Article 11, REAL will provide annual operating budgets during the City’s annual budget call process which is May of each year for the following year’s budget. The budget for each of the fees will provide costing details as set out in section 11.3.
- (b) **Total Financial Results for the Stadium** – REAL will also provide by March 31, of each year of the term, a total net profit / loss statement to the City that can be consolidated with City reported revenues and expenses for reporting to the general public. For clarity, this statement shall classify revenue and expenses into the following categories:
  - (i) Revenues:
    - (A) Base Building and Event Fees
    - (B) Food & Beverage
    - (C) REAL Events
  - (ii) Expenses:
    - Oversight

- (A) Security
- (B) Facility Management
- (C) Custodial
- (D) Event Management and Administration
- (E) Contracted Services
- (F) Office Supplies
- (G) Building Supplies
- (H) Utilities
- (I) Parking
- (J) Marketing