

STADIUM OPERATING AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated for reference the 11th day of April, 2018

BETWEEN:

The City of Regina, a municipal corporation governed by the laws of the Province of Saskatchewan (hereinafter referred to as the "City")

AND:

The Regina Exhibition Association Limited, a non-profit corporation continued under *The Non-Profit Corporations Act, 1993*, operating under the name and style of "Evraz Place" (hereinafter referred to as "REAL")

WHEREAS:

- A. The City is the registered owner of the lands and buildings as outlined within the drawings attached as Schedule "A" to this Agreement (hereinafter such lands and buildings are referred to as the "**Premises**");
- B. As part of the "Regina Revitalization Initiative" the City has constructed the Stadium and other related facilities and amenities on the Premises;
- C. Pursuant to the Interim Agreement, REAL has been providing certain services to assist the City in operating and maintaining the Stadium and Premises until all construction activities relating to the Stadium and Premises are completed; and
- D. With all construction relating to the Stadium and the Premises now complete, the City wishes to engage REAL to undertake certain services relating to the ongoing care, management, operation and maintenance of the Stadium as set out herein and REAL has agreed to such engagement in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and REAL each agree with the other as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement, and the recitals hereto, except as otherwise expressly provided or as the context otherwise requires, the following words and phrases will have the meanings hereinafter set forth:

- (a) “**Agreement**” means this Stadium Operating and Maintenance Agreement, all recitals, exhibits, schedules and appendices hereto, and any and all supplements and amendments hereto or thereto;
- (b) “**Applicable Laws**” means, in respect of any person, property, transaction or event, (i) all present or future applicable laws, statutes, regulations, treaties, judgments, and decrees, (ii) all present or future applicable published directives, rules, guidelines, policy statements and orders of any Governmental Authority and (iii) all applicable orders and decrees of courts and arbitrators of like application which, in the case of (ii) and (iii) above, are legally binding on or have the force of law over such person, property, transaction or event;
- (c) “**Asset Management Plan**” has the meaning ascribed to it in subsection 7.3(a) of this Agreement;
- (d) “**Base and Event Fees**” has the meaning ascribed to it in section 11.1 hereof;
- (e) “**Base Building Components**” has the meaning ascribed to it in Schedule “B” of this Agreement;
- (f) “**Base Building Fee**” has the meaning ascribed to it in subsection 11.1(a) of this Agreement;
- (g) “**Base Building Services**” has the meaning ascribed to it in section 7.1 of this Agreement;
- (h) “**Building Management System**” or “**BMS**” means the computer based control system installed in the Stadium that controls and monitors the Stadium’s mechanical and electrical systems;
- (i) “**Capital Services**” has the meaning ascribed to it in subsection 7.4(a) of this Agreement;
- (j) “**CMMS**” has the meaning ascribed to it in subsection 7.2(b) of this Agreement;
- (k) “**Commercial Event Licence Fee**” means the licence fee to be paid to the City in accordance with section 6.5;
- (l) “**Commercial Events**” has the meaning ascribed to it in subsection 6.5(a) of this Agreement;

- (m) **"Common Areas and Facilities"** means (i) those areas, facilities, utilities, improvements, equipment and installations in the Stadium which, from time to time, are not designated or intended by the City to be leased to tenants of the Stadium and (ii) those areas, facilities, utilities improvements, equipment and installations which serve or are for the benefit of the Stadium, whether or not located within, adjacent to, or near the Stadium and which are designated from time to time by the City as part of the Common Areas and Facilities. Common Areas and Facilities includes, without limitation, all areas, facilities, utilities, improvements, equipment and installations which are provided or designated by the City for the use or benefit of the tenants, their employees, customers and other invitees in common with others entitled to the use or benefit thereof in the manner and for the purposes permitted by this Agreement. For further certainty, the Common Areas and Facilities shall not include any of the Licensed Area(s). Without limiting the generality of the foregoing, Common Areas and Facilities includes driveways and truck ways and related areas; pedestrian sidewalks; landscaped and planted areas; public seating and service areas; corridors; equipment, furniture, furnishings and fixtures; stairways, escalators, ramps and elevators and other transportation equipment and systems; tenant common and public washrooms; electrical, telephone, meter, valve, mechanical, mail storage, service and janitor rooms and galleries; music, fire prevention, security and communication systems; general signs; columns; pipes; electrical, plumbing, drainage, mechanical, and all other installations, equipment or services located therein or related thereto as well as the structures housing the same (including, without limitation, the heating, ventilating and air-conditioning system of the Stadium), the entrances, foyers, lobbies and elevators of the Stadium and the corridors on the floor or floors of the Stadium on which the Leased Premises are situate;
- (n) **"Comparable Facilities"** means other comparable newly constructed or renovated First Class Condition facilities located in North America hosting professional football games and other sports and entertainment events;
- (o) **"Confederation Park"** means the municipal park named Confederation Park that is located on Surface Parcel #202956699, Blk/Par H Plan No. 14513, Extension 1;
- (p) **"Confidential Information"** means any and all information and knowledge regarding the business of the City or REAL, including without limitation all information and knowledge which each party acquires from the other or has access to as a result of this Agreement, including, but not limited to, information about the a party's proprietary methods, methodologies and disciplines, technical data, trade secrets, intellectual property, know-how, research and development information, product plans, products, services, clients, client lists, prospective clients, employees, employee lists, books and records, corporate relationships, suppliers, markets, computer software, computer software development, inventions, processes, formulas, technology, designs, drawings, technical information, source codes, business plans, and matters of a business nature such as information regarding marketing, recruiting, costs, pricing, finances, financial models and projections, billings or other similar business information. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no act of the party receiving such items;

- (q) “**Effective Date**” means January 1, 2018;
- (r) “**Emergency Response Plan**” means the Stadium crisis and emergency protocol as established by the City, REAL and other stakeholders;
- (s) “**Equipment**” means all furniture, fixtures and equipment located at or used in the operation of the Stadium or on the Premises, including, but not limited to, vehicles and transportation equipment, all equipment, fixtures and improvements related to food and beverage services and concessions, forklifts, material handling and storage equipment, staging, risers, Stadium seating, lighting equipment, sound equipment, screens, radio and communications equipment, janitorial equipment, pumping equipment, refrigeration, air conditioning and heating system equipment, small tools, electrical and fire and security system equipment, tables/chairs, office furniture, fixtures and office machines, computer equipment, telephone equipment, pianos and organs, and sports equipment;
- (t) “**Event Transportation & Parking Plan**” means the plans and protocols established from time to time by the City, in consultation with REAL, that prescribe how parking, access and transportation to and from the Stadium, the Premises and the Regina Exhibition Grounds will be managed and operated during Stadium Events and REAL Events. For further clarity this also includes the onsite parking plans, established from time to time by REAL, in compliance with Articles 4, 5 and 6 of this Agreement and otherwise in consultation with the City;
- (u) “**Expert**” has the meaning ascribed to it in clause 18.3(b)(i) of this Agreement;
- (v) “**FF&E**” has the meaning ascribed to it in Schedule “B” of this Agreement;
- (w) “**First Class Condition**” means, with respect to the Stadium and Premises, the condition satisfying each of the following: (i) being in good condition and repair, normal wear and tear, casualty and condemnation excepted; (ii) being current in regular and preventative maintenance; (iii) being in compliance with Applicable Laws, insofar as compliance with Applicable Laws is the responsibility of REAL hereunder, (iv) meeting the requirements of any insurance carrier providing coverage with respect to the Stadium and Premises as communicated by the City or its insurance carriers to REAL from time to time; (v) being in safe and orderly condition, ready for events, and (vi) being in condition allowing for a level of operations consistent with that of the Comparable Facilities;
- (x) “**Force Majeure**” means an event beyond the reasonable control, and not attributable to the negligence or willful misconduct of the party affected, including but not limited to the following: flood, earthquake, storm, lightning, fire, drought, flood, explosion, war, riot, civil disturbance, strike, sabotage or electrical outage, provided, however, that Force Majeure shall not include any Equipment failure due to normal wear and tear or due to neglected maintenance or repair;
- (y) “**Goods and Services Tax**” means the tax imposed under part IX of the Excise Tax Act (Canada) or any similar tax hereafter imposed in substitution therefor or in addition thereto;

- (z) “**Governmental Authority**” with respect to any Person, property, transaction or event means any federal, provincial, regional, municipal or local government authority or body, any political subdivision thereof or any other governmental, judicial, public or statutory authority, instrumentality, body, agency, bureau or entity having authority over such Person, property, transaction or event or any Person acting or purporting to act under the authority of any of the foregoing or any other authority charged with the administration of Applicable Laws;
- (aa) “**Hospitality Events**” means privately booked events, hosted in the banquet hall or meeting room portions of the Stadium, including those commonly identified as the AGT Lounge and the Harvard Lounge;
- (bb) “**Industry Standard**” means any of the practices, methods and acts that are followed from time to time by owners or operators of Comparable Facilities;
- (cc) “**Intellectual Property**” means any process, information, technology, know-how, software (whether compiled or source code), formulation, substance, model, drawing, specification, design, industrial design, or invention, whether or not capable of protection by law relating to patent, copyright, trade-mark, industrial design, privacy, trade secret, or some other form of intellectual property right;
- (dd) “**Interim Agreement**” means the Interim Base Building Operating and Maintenance Agreement between REAL and the City dated as of September 6, 2016;
- (ee) “**IT Systems**” means the information technology systems that are available throughout the Premises and which have been installed, including all internet connection services and technology, computer platforms, computer systems, servers and related equipment and technology, but will not include any information technology systems installed by or for the SRFC, SaskSport or the SaskSport Users within the Leased Premises and does not include the point of sale system installed by REAL for delivery of the food and beverage services;
- (ff) “**Leased Premises**” means the portions of the Stadium and improvements thereto to be used and exclusively occupied by SRFC and SaskSport pursuant to the SRFC Lease and the SaskSport Lease, respectively, all as more particularly shown in Schedule “C” of this Agreement;
- (gg) “**Leased Premises Services**” has the meaning ascribed to it in section 7.5 of this Agreement;
- (hh) “**Licensed Area(s)**” means those areas of the Stadium and any improvements thereto, not including the Premises but including Premium Seating, Confederation Park, and other areas respecting which the SRFC and SaskSport (including any sublicensees) has a licence to occupy, either exclusively or non-exclusively, pursuant to the SRFC Lease and the SaskSport Lease, respectively, as such areas are prescribed in Schedule “D” of this Agreement;

- (ii) “**Lien**” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any agreement to give any of the foregoing), any conditional sale or other title retention agreement, and any lease in the nature thereof;
- (jj) “**Maintenance Program**” has the meaning ascribed to it in subsection 7.2(a) of this Agreement;
- (kk) “**Maintenance Services**” has the meaning ascribed to it in subsection 7.2(c) of this Agreement;
- (ll) “**Notice of Arbitration**” has the meaning ascribed to it in clause 18.3(c)(i) of this Agreement;
- (mm) “**Parking Spaces**” means the parking spaces on the Premises and throughout the Regina Exhibition Grounds for exclusive use by the SRFC, SaskSport, the SaskSport Users and their respective agents, employees, invitees, guests, licensees, contractors and other occupants as prescribed in Schedule “E” of this Agreement;
- (nn) “**Party Representative**” has the meaning ascribed to it in section 18.1 of this Agreement;
- (oo) “**Person**” or “entity” means any natural person, corporation, partnership, limited liability company, association, trust, other business entity or governmental unit;
- (pp) “**Premises**” has the meaning ascribed to it in recital A hereof;
- (qq) “**Premium Seating**” means, collectively, the Club Seating, Loge Seating and Suites as identified on the drawings set out in Schedule “D” of this Agreement;
- (rr) “**REAL Events**” means those events that are not Stadium Events which are independently arranged, booked and operated by REAL and which may include but shall not be limited to Hospitality Events and large scale publicly marketed events utilizing the entire Stadium;
- (ss) “**Regina Exhibition Grounds**” means the land and building adjacent to the Premises legally described as Block H, Plan No.14513, Extension 1 and encompassing the grounds and buildings commonly referred to as Evraz Place and including “The Brandt Centre”, “The Eventplex”, “The Cooperators Centre”, “The Queensbury Convention Centre” and “The International Trade Centre”;
- (tt) “**Rules and Regulations**” means the reasonable rules and regulations adopted and promulgated by the REAL from time to time in relation to the Stadium and the Premises as set out the document entitled “Mosaic Stadium Tenant Manual”, as such manual may be amended or replaced from time to time by REAL and communicated to the City, the SRFC and SaskSport;
- (uu) “**SaskSport**” means Sask Sport Inc., a non-profit corporation continued under *The Non-profit Corporations Act, 1995* (Saskatchewan);

- (vv) “**SaskSport Events**” collectively means the events hosted by SaskSport or the SaskSport Users at the Stadium relating to amateur sports and other community events and purposes;
- (ww) “**SaskSport Event Fee**” has the meaning ascribed to it in subsection 11.1(d) of this Agreement;
- (xx) “**SaskSport Event Services**” has the meaning ascribed to it in subsection 11.1(d) of this Agreement;
- (yy) “**SaskSport Lease**” means the lease between the City and SaskSport relating to the Stadium and the Premises dated as of April 1, 2017;
- (zz) “**SaskSport Special Events**” means amateur regional, national and international sporting events that may be hosted or facilitated by SaskSport or the SaskSport Users;
- (aaa) “**SaskSport Special Event Fee**” has the meaning ascribed to it in subsection 11.1(e) of this Agreement;
- (bbb) “**SaskSport Special Event Services**” has the meaning ascribed to it in subsection 11.1(e) of this Agreement;
- (ccc) “**SaskSport Users**” means SaskSport, its members, affiliates, subsidiaries and such other non-profit sport organizations and amateur sports teams that are permitted to access the Licensed Areas pursuant to the SaskSport Lease;
- (ddd) “**Scheduling Protocol**” means the protocol which is established by the City, REAL, SaskSport and the SRFC for the booking and scheduling of the Licensed Areas, including the Stadium field of play and other areas on the Premises as such protocol may be revised and amended from time to time;
- (eee) “**Security Plan**” means the public safety and security policy established by the City, REAL and other stakeholders;
- (fff) “**Services**” collectively means the Base Building Services, the Maintenance Services, the Capital Services, the Leased Premises Services, the Stadium Event and REAL Event Services and any other services that may be reasonably required from time to time in relation to the Premises, the Stadium or relating to Stadium Events;
- (ggg) “**SRFC**” means the Saskatchewan Roughrider Football Club Inc., a non-profit corporation incorporated under The Non-profit Corporations Act, 1995 (Saskatchewan);
- (hhh) “**SRFC Events**” collectively means special SRFC events such as, but not limited to, the annual Labour Day Weekend “Camera Day” and other events in conjunction with SRFC Games and other events as may be agreed to between REAL and the SRFC from time to time;

- (iii) “**SRFC Event and SRFC Playoff Game Fee**” has the meaning ascribed to it in subsection 11.1(c) of this Agreement;
- (jjj) “**SRFC Event and SRFC Playoff Game Services**” has the meaning ascribed to it in subsection 11.1(c) of this Agreement;
- (kkk) “**SRFC Games**” collectively means SRFC practice sessions and training camps, pre-season CFL home games and regular season CFL home games;
- (lll) “**SRFC Game Fee**” has the meaning ascribed to it in subsection 11.1(b) of this Agreement;
- (mmm) “**SRFC Game Services**” has the meaning ascribed to it in subsection 11.1(b) of this Agreement;
- (nnn) “**SRFC Lease**” means the lease between the City and the SRFC relating to the Stadium and the Premises dated as of February 13, 2017;
- (ooo) “**SRFC Playoff Games**” collectively means CFL home playoff games and CFL Grey Cup Games;
- (ppp) “**Stadium**” means the approximately 33,000 seat open air stadium to be known as “Mosaic Stadium”, including all concession buildings, locker rooms, press areas, kitchens, offices, maintenance and service areas and all associated electrical, plumbing, mechanical, heating, cooling, ventilating, drainage, safety, security, communication and other building systems, Equipment and all other buildings, facilities and improvements within the parcel separating the Stadium from adjacent parking areas, roadways and walkways;
- (qqq) “**Stadium Assets**” has the meaning ascribed to it in section 10.5 and includes the Base Building Components, FF&E and other assets specifically identified in Schedule “B” of this Agreement;
- (rrr) “**Stadium Events**” collectively means the SRFC Events, SRFC Games, SRFC Playoff Games, SaskSport Events, SaskSport Special Events and, for clarity, does not include REAL Events;
- (sss) “**Stadium Event Services**” has the meaning ascribed to it in section 7.6;
- (ttt) “**Stadium Operational Policies**” has the meaning ascribed to it in section 2.4 of this Agreement;
- (uuu) “**Stadium Oversight Committee**” or “**SOC**” means the committee established jointly by the City, REAL and the SRFC to ensure the efficient and effective operation of the Stadium and Premises;
- (vvv) “**Stadium Parking Plan**” means the plans and protocols established from time to time by REAL, in consultation with the City and the tenants of the Stadium, that prescribe

how parking at the Stadium, Premises and the Regina Exhibition Grounds will be managed and operated during regular business hours.

- (www) “**Term**” has the meaning ascribed to it in section 3.1 hereof;
- (xxx) “**Third Party Contracts**” has the meaning ascribed to it in subsection 10.1(a) hereof;
and
- (yyy) “**Ticket Office**” means the ticketing office located at the northwest corner of the Stadium as outlined in green on Schedule “A” of this Agreement.

1.2 Interpretation

For all purposes of this agreement, except as otherwise expressly provided, or unless the context otherwise requires:

- (a) "this Agreement" means this agreement, including the Schedules hereto, as it may from time to time be supplemented or amended and in effect;
- (b) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (c) "herein", "hereof", "hereby", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other provision hereof, and include any and every amendment, restatement, replacement, variation, supplement or novation hereof;
- (d) this Agreement, including without limitation, any agreement collateral or ancillary to this Agreement and any agreement contained in a Schedule hereto, shall, unless otherwise indicated, be construed as a reference to such agreement as it may have been, or may from time to time be, amended, restated, replaced, varied, extended, renewed, supplemented or novated;
- (e) Sections, Articles or Schedules, unless otherwise indicated, shall be construed as references to the Sections and Articles of and Schedules to this Agreement, as the case may be. The provisions of each Schedule shall constitute provisions of this Agreement as though repeated at length herein;
- (f) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity;
- (g) all accounting terms not otherwise defined have the meanings ordinarily assigned to them at the date hereof pursuant to Public Sector Accounting Standards and all computations made pursuant to this Agreement must be made in accordance with such standards as may be applicable from time to time;

- (h) any reference to a currency is a reference to Canadian currency;
- (i) "in writing" or "written" includes printing and typewriting, which may be communicated by facsimile;
- (j) the word "including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (k) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation; and
- (l) words importing the masculine gender include the feminine or neuter gender and words importing the feminine gender include the masculine or neuter gender and words in the singular include the plural, and words importing the neuter gender include the masculine or feminine gender and words in the plural include the singular.

1.3 Invalidity of Provisions; Severability

If any covenant, obligation or agreement of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 Waiver

No failure or delay on the part of any party in exercising any right, remedy, recourse, power or privilege (for the purposes of this section, collectively, a "**Right**") under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise thereof or the exercise of any other Right. Except as may be limited herein, any party may, in its sole discretion, exercise any and all Rights available to it under this Agreement or any other remedy available to it at law or in equity and such Rights may be exercised concurrently or individually without the necessity of making any election.

1.5 Governing Law, Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

1.6 Interpretation Not Affected by Party Drafting

Each party hereto acknowledges that its legal counsel has reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

1.7 Enurement

This Agreement shall enure to the benefit of be binding upon the parties hereto and their respective successors and permitted assigns.

1.8 Schedules

The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part hereof:

- Schedule A – Description and Drawings of Premises and Stadium
- Schedule B – Stadium Assets
- Schedule C - Description and Drawings of Leased Premises
- Schedule D – Description and Drawings of Licensed Areas
- Schedule E – Parking Spaces
- Schedule F – Sponsorship Requirements
- Schedule G – SaskSport Event Fee Schedule
- Schedule H - Reporting Requirements

ARTICLE 2 – ENGAGEMENT

2.1 General Scope

The City hereby engages REAL to provide the Services during the Term, upon the terms and conditions hereinafter set forth, and REAL hereby accepts such engagement.

2.2 Standard of Performance

REAL shall provide and perform the Services in a prompt, diligent and professional manner, utilizing resources in an efficient and effective manner that is consistent with the Industry Standard, in compliance with Applicable Laws and in a good and workman-like manner and with that degree of care skill and diligence normally provided in the performance of services of a

similar nature with those contemplated. All Services shall be provided in accordance with the service standards established pursuant to section 2.3 of this Agreement and all other terms and conditions of this Agreement.

2.3 Service Standards

The City and REAL agree that it is important to establish service standards respecting matters related to the Stadium and the Services such that the Stadium and the Premises are operated in accordance with Industry Standard. The parties each further acknowledge and agree that the performance of the Services shall be consistent with and in compliance with the applicable service standards and generally as follows:

- (a) service standards shall be prepared in written form in consultation between the City, REAL, SRFC and SaskSport;
- (b) services will be monitored and reviewed by the City to ensure compliance with the applicable agreed upon service standard and the City may, at its sole discretion and cost, engage a third party to review or “secret shop” Stadium Events and REAL Events for independent verification or efficacy of the established service standards and REAL’s performance of the Services in relation to the same;
- (c) the service standards shall address the creation of remedial procedures to manage and improve Services that do not meet the applicable service standards and to establish a process to create a remedial plan, to thereafter to elevate the performance deficiencies to management of the applicable parties and then to the SOC for review and direction, which may at the discretion of the SOC include reasonable consequences for any inability of the Services to meet the required service standards;
- (d) the agreed upon service standards will be reviewed by the City and REAL from time to time and at a minimum annually to assess whether any changes to the standards therein are required; and
- (e) the established service standards shall apply and be followed with respect to all Services, Stadium Events and may not be waived or relaxed without the mutual agreement of REAL and the City.

2.4 Stadium Operational Policies

- (a) REAL agrees, in consultation with the City, to develop, adopt, implement and promulgate policies and procedures that prescribe how the Stadium, and the Premises will be managed and operated for the safety, care, cleanliness and efficient operation of the Stadium and for the preservation of good order therein during all Stadium Events and REAL Events (the “**Stadium Operational Policies**”). The Stadium Operational Policies shall include, but shall not be limited to policies and procedures related to:
 - (i) Stadium entry and re-entry;

- (ii) Elevator usage;
 - (iii) Prohibited items;
 - (iv) Smoking;
 - (v) Extreme weather;
 - (vi) Active Shooter;
 - (vii) Evacuation
 - (viii) Alcohol; and
 - (ix) Such other matters as may be required of a prudent operator of a reasonably similar building and events as may arise from time to time;
- (b) REAL agrees to provide the City with reasonable written notice of all Stadium Operational Policies and any amendments or supplements that may be adopted from time to time, and in addition, on or before March 31st of each year of the Term; and
- (c) REAL acknowledges and agrees that it shall, at its sole cost and expense, be responsible to operate and manage the Stadium and Premises at all times and during all Stadium Events and REAL Events in a manner that is consistent with the Stadium Operational Policies that may be adopted from time to time. Notwithstanding the foregoing, the parties acknowledge that during SRFC Games, SRFC Playoff Games and SRFC Events, the Operator shall only be responsible for those aspects of the Stadium Event Operational Policies that fall within the SRFC Game Services and SRFC Playoff and Event Services provided by the Operator.

2.5 Communications

- (a) REAL acknowledges and agrees it is responsible, at its sole cost, for all reasonably required communications and public engagement on matters relating to the Stadium and Premises, including but not limited to the following:
- (i) REAL will promote, advertise and otherwise publish and make known to the general public, the Stadium Operational Policies, which may include but not be limited to the use of tactics such as ticket backs, social media, signage (as approved by the City in accordance with this Agreement);
 - (ii) REAL will lead all communications and public engagement on matters relating to the Stadium and be supported by City officials as necessary or required;
 - (iii) REAL will disseminate and implement all communication material, including the implementation of all related strategies and tactics; and

- (iv) REAL will notify the City about major incidents, share actions and timelines in advance of notifying media partners.
- (b) The City and REAL agree that designated representatives of their respective Communications Departments will meet quarterly to review the effectiveness of communications and to discuss communication and engagement needs for the Stadium.

ARTICLE 3 – TERM

3.1 Term

The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2021 or until earlier terminated by either party pursuant to the terms of this Agreement (the “**Term**”).

3.2 Renewal

The City, in its sole discretion, shall have the option to renew this Agreement for (5) consecutive terms of Five (5) years each, provided that:

- (a) if, on or before March 31st of the final year of the then current Term, REAL gives the City notice in writing confirming that it does not wish to continue as the City’s operator beyond the expiry of the current Term of this Agreement then there shall be no option of the City to renew; and
- (b) in order to exercise its option, the City shall be required to give REAL notice thereof in writing not less than one hundred and eighty (180) days before the date of expiry of the Term or of the renewal Term in the event that the option to renew is exercised.

Any renewal pursuant to this section shall be on the same terms and conditions contained in this Agreement unless otherwise agreed to by each of the City and REAL.

3.3 Discussions Relating to Effectiveness of Agreement

The parties each acknowledge and agree to review and discuss the terms and conditions of this Agreement not less frequently than every year of the Term to ensure that the Agreement is achieving the sustainable operation and maintenance of the Stadium and the commercial goals of each of the City and REAL. Each of REAL and the City agree to provide written reports on or before March 31st of each year during the Term commenting on the effectiveness of the Agreement and recommending any revisions to the Agreement. REAL and the City each agree to reasonably consider any proposed modifications to this Agreement, but acknowledge and agree that any modification to this Agreement will require agreement between the City and REAL and may also require approval of the City Council and the Board of Directors of REAL.

ARTICLE 4 – SRFC LEASE AND SASKSPORT LEASE

4.1 SRFC Lease

REAL acknowledges and agrees that through the SRFC Lease, the City has demised and leased portions of the Leased Premises to the SRFC on and subject to the terms and conditions of SRFC Lease, which terms and conditions provide the SRFC with the right to peaceful and quiet enjoyment of the Leased Premises. REAL acknowledges and agrees to abide by the terms and conditions of the SRFC Lease and to provide the SRFC with peaceful and quiet enjoyment of the Leased Premises.

4.2 SaskSport Lease

REAL acknowledges and agrees that through the SaskSport Lease, the City has demised and leased portions of the Leased Premises to SaskSport on and subject to the terms and conditions of SaskSport Lease, which terms and conditions provide SaskSport and the SaskSport Users with the right to peaceful and quiet enjoyment of the Leased Premises. REAL acknowledges and agrees to abide by the terms and conditions of the SaskSport Lease and to provide SaskSport and the SaskSport Users with peaceful and quiet enjoyment of the Leased Premises.

4.3 Sponsorship Rights and Stadium Naming Rights

- (a) REAL acknowledges and agrees that through the SRFC Lease, the SRFC has been granted the exclusive and complete right and ability to market sponsorship rights in respect of the Stadium and to receive any and all payments in respect of such naming rights and sponsorship rights on the terms and conditions set out in the SRFC Lease.
- (b) REAL agrees to and require other users of the Stadium to respect, follow and adhere to the specified sponsorship terms agreed to between SRFC and the naming and sponsorship parties, and in accordance with the requirements set forth in Schedule “F” of this Agreement.
- (c) Where the SRFC provides reasonable notice of transitioning or changing sponsors to REAL or the City, REAL shall take all reasonable steps to utilize all existing merchandise and product and to minimize any operating expenses that may occur due to the change in sponsor.

4.4 Stadium Naming Rights

REAL acknowledges and agrees that through the SRFC Lease, the SRFC has been granted the right and ability to market the naming rights in relation to the Stadium and that the SRFC and Mosaic Canada ULC have entered into a sponsorship agreement, which among other things, provides Mosaic Canada ULC with the right and privilege to name the Stadium as “Mosaic Stadium” for a period which may extend to the end of the Term of the SRFC Lease.

4.5 Conduct of Business in Leased Premises and Stadium Event Services

- (a) In dealing with the SRFC, SaskSport and the SaskSport Users, REAL covenants and agrees to at all times require each of the SRFC, SaskSport and the SaskSport Users to conduct their respective business within the Leased Premises in a reputable and first-class manner at all times throughout the Term. Where REAL reasonably finds that any business, conduct or practice promulgated, carried on or maintained by the SRFC or SaskSport or the SaskSport Users may harm or tend to harm the business or reputation of the City, REAL or reflect unfavorably on the whole or any part of the Stadium, the Premises, or other tenants in the Stadium, or which may tend to confuse, mislead, deceive or be fraudulent to the public, REAL shall take all reasonable steps to have such business, conduct or activities immediately discontinued.
- (b) REAL agrees to develop, adopt and promulgate the Rules and Regulations reasonably and in such manner as would a prudent operator of a reasonably similar building when dealing with its tenants, including amending or supplementing the Rules and Regulations from time to time where reasonably needed for the safety, care, cleanliness and more efficient operation of the Stadium and for the preservation of good order therein. REAL agrees to provide the City, the SRFC, SaskSport and the SaskSport Users with reasonable written notice of the Rules and Regulations and any amendments or supplements that may be adopted from time to time, and in addition, on or before March 31st of each year of the Term.
- (c) REAL shall take all reasonable steps to enforce the Rules and Regulations on the Premises and shall document and inform the City of any instances where the SRFC, SaskSport or the SaskSport Users breach such Rules and Regulations. Upon receiving a notice of a breach of the Rules and Regulations, the City agrees to take all reasonable steps that may be required under the SRFC Lease or the SaskSport Lease, as the case may be, to obtain compliance with the Rules and Regulations.
- (d) In providing the Base Building Services, the Leased Premises Services and the Stadium Event Services, REAL shall provide prior reasonable notice to the SRFC, SaskSport, the SaskSport Users or any other tenants or licensees of the Stadium of any repairs, maintenance, alterations or improvements being undertaken where such maintenance, alterations or improvements might be reasonably expected to affect the ability of the SRFC, SaskSport, the SaskSport Users or any other tenants or licensees of the Stadium to carry on their respective business or operations, provided that REAL shall have the ability to proceed with any maintenance, alterations or improvements without providing such notice where emergent circumstances exist.

4.6 Internet Protocol Television (IPTV) Systems

- (a) REAL acknowledges and agrees that through the SRFC Lease, the SRFC has been granted the right and license to access and use the IPTV system for SRFC Games, SRFC Events and SRFC Playoff Games, with the SRFC receiving any revenue relating to the use of the IPTV system and responsible for any operating costs in developing and

maintaining IPTV content as it relates to SRFC Games, SRFC Events and SRFC Playoff Games.

- (b) Where there is a desire to use the IPTV systems for any events or other uses outside of SRFC Games, SRFC Events and SRFC Playoff Games, all operations of the IPTV systems shall be undertaken by the SRFC or third parties contracted or permitted to use and access to the IPTV systems by the SRFC. In such instances, REAL shall be responsible to make all arrangements and to pay to the SRFC any costs relating to the operating of the IPTV systems during such events subject to such terms and conditions as may be agreed upon from time to time by REAL, the City and the SRFC. Where REAL receives permission and training from the SRFC to operate the IPTV system, REAL agrees to indemnify and save the SRFC and the City harmless from any damage or loss to the IPTV system that occurs while REAL is operating the IPTV system.

4.7 Stadium Field of Play

REAL acknowledges and agrees that through the SRFC Lease, the SRFC has the right and license to place and maintain advertisements and logos on the Stadium field of play / turf and any temporary covering of logos or other changes to the field of play required for a particular event shall be governed by the provisions set out in the SRFC Lease, including that:

- (a) for SRFC Games, SRFC Events and SRFC Playoff, the SRFC shall be responsible for and take all appropriate steps for the covering and restoral of those logos at the sole cost of the SRFC; and
- (b) for any Stadium Event or REAL Event other than those set out in subsection (a), the SRFC shall be responsible for and take all appropriate steps for the temporary covering and restoral of those logos, provided however that REAL shall be responsible for the costs incurred by the SRFC for such work on a cost recovery basis.

4.8 Stadium Parking Plan

- (a) REAL acknowledges and agrees that it shall be responsible to provide all coordination, personnel and other services and materials required to implement the Stadium Parking Plan during regular business hours including the management of all parking. REAL agrees to, at its cost and expense, be responsible for and produce the required parking passes for use by the SRFC, SaskSport, the SaskSport Users or other third parties and for maintenance, security and activation of the parking areas including appropriate barriers and parking attendants and general management of the parking of the vehicles.
- (b) REAL acknowledges and agrees that it shall be responsible to monitor and manage public parking surrounding the Stadium in accordance with the no parking and restricted parking signs as installed at the Stadium and Premises during regular business hours. REAL will be provided with City of Regina electronic parking violation devices to efficiently manage parking.
- (c) Subject to subsection (e), REAL acknowledges and agrees that through the SRFC Lease, the City has provided the SRFC the right and license to the exclusive use of 215 parking

spaces to be available free of charge during normal business hours as are identified in Schedule "E" of this Agreement (or such other number as may be agreed to between the City and SRFC from time to time under the SRFC Lease).

- (d) Subject to subsection (e), REAL acknowledges and agrees that through the SaskSport Lease, the City has provided SaskSport and the SaskSport Users the right and license to the exclusive use of 40 parking spaces to be available free of charge during normal business hours as are identified in Schedule "E" of this Agreement (or such other number as may be agreed to between the City and REAL from time to time under the SaskSport Lease).
- (e) REAL further acknowledges and agrees, that during REAL Events and other major events held on the Regina Exhibition Grounds that may impact the availability of the dedicated parking required pursuant to this section, REAL shall, at its cost and expense, provide the required number of spaces elsewhere on the property or in within reasonable walking distance to the Stadium or may make other alternate arrangements satisfactory to SRFC and SaskSport.

ARTICLE 5– STADIUM EVENTS

5.1 License to Use Stadium and Premises for Stadium Events

The City hereby grants and provides REAL with the right and licence to occupy the Premises, the Stadium and the Licensed Areas, including public portions thereof, as may be required to support and undertake the Stadium Events, together with the right of ingress and egress of all portions of the Premises as may be required for the preparation for and conduct of Stadium Events. For further clarity, the City acknowledges that REAL is the City's sole operator of the Stadium during Stadium Events, and the City will not grant such rights to others unless mutually agreed to by both REAL and the City.

5.2 Use of Licensed Areas by SRFC and SaskSport

- (a) REAL acknowledges and agrees that through the SRFC Lease, the City has provided the SRFC an exclusive licence to occupy the Stadium and the Licensed Areas, including public portions thereof, as required for SRFC Games, SRFC Events and for SRFC Playoff Games together with the right of ingress and egress of all portions of the Stadium as may be required for the conduct of the day-to-day operations of SRFC and the preparation for and conduct of SRFC Games, SRFC Events and SRFC Playoff Games. REAL agrees to abide by the terms and conditions of the SRFC Lease and to provide the SRFC with all necessary rights to access and use the Stadium and the Licensed Areas for SRFC Games, SRFC Events and for SRFC Playoff Games.
- (b) REAL acknowledges and agrees that through the SaskSport Lease, the City has provided SaskSport and the SaskSport Users an exclusive licence to occupy the Stadium and the Licensed Areas, including public portions thereof, as required for SaskSport Events and

SaskSport Special Events together with the right of ingress and egress of all portions of the Stadium as may be required for the conduct of the day-to-day operations of SaskSport and the SaskSport Users and the preparation for and conduct of the SaskSport Events and the SaskSport Special Events. REAL agrees to abide by the terms and conditions of the SaskSport Lease and to provide SaskSport and the SaskSport Users with all necessary rights to access and use the Stadium and the Licensed Areas for the SaskSport Events and the SaskSport Special Events.

5.3 Scheduling of Stadium Events

REAL and the City each acknowledge and agree that the use of the Stadium and scheduling of Stadium Events shall be undertaken and completed in accordance with the Scheduling Protocol that may be agreed to between the City, REAL, the SRFC and SaskSport from time to time. REAL acknowledges and agrees that it will work with the City, SaskSport and the SRFC to manage the process of scheduling Stadium Events in accordance with the Scheduling Protocol and in a way that:

- (a) recognizes that the Canadian Football League sets the schedule for SRFC Games and SRFC Playoff Games and that there will be little flexibility in scheduling the SRFC Games and SRFC Playoff Games; and
- (b) reasonably tries to achieve minimal disruption and interference when scheduling all Stadium Events, cooperating to prevent, to the extent possible, avoid and rectify any scheduling conflicts.

5.4 Event Transportation and Parking Plan

- (a) REAL acknowledges and agrees that it shall be responsible to provide all coordination, personnel and other services and materials required to implement the Event Transportation and Parking Plan during Stadium Events including the management of all parking. REAL agrees to, at its cost and expense, be responsible for and produce the required parking passes for use by the SRFC, or other third parties and for maintenance, security and activation of the parking areas including appropriate barriers and parking attendants and general management of the parking of the vehicles.
- (b) REAL acknowledges and agrees that it shall be responsible to monitor and manage public on-site parking surrounding the stadium in accordance with the no parking and restricted parking signs as installed at the Stadium and Premises during Stadium Events and other events held on the Regina Exhibition Grounds.
- (c) REAL acknowledges and agrees that through the SRFC Lease, the City has provided the SRFC the right and license to the exclusive use of the following parking spaces as are identified in Schedule "E" of this Agreement (or such other number as may be agreed to between the City and SRFC from time to time under the SRFC Lease):
 - (i) 430 parking spaces, or such other number of parking spaces as the City and the SRFC may reasonably agree from time to time, to be available free of charge for

SRFC administrative staff, players, coaches and other team members during SRFC Games, SRFC Events and SRFC Playoff Games. An amount equal to \$ [REDACTED] per space per SRFC Game, SRFC Event and SRFC Playoff Game is included in and forms part of the SRFC Game Fee as per section 11.1 (b); and

- (ii) 800 parking spaces, or such other number as may be agreed to between REAL and the SRFC, such spaces to be provided to the SRFC for marketing for SRFC Games and for which the SRFC will pay to the City an amount equal to [REDACTED] per space per SRFC Game, SRFC Event and SRFC Playoff Game, or such other amount as may be agreed to by the SRFC, the City and REAL from time to time, determined on a cost recovery basis. The City agrees to remit an amount equal to [REDACTED] per space per SRFC Game as received from the SRFC related to the use of parking spaces to REAL within 30 days of collecting such funds from the SRFC or no later than December 31 of each year.

5.5 Premium Seating

- (a) REAL acknowledges and agrees that through the SRFC Lease, the City has provided the SRFC the sole and exclusive licence to use, market and occupy the Premium Seating for SRFC Games, SRFC Events, SRFC Playoff Games and other Stadium Events as follows:
 - (i) Notwithstanding anything to the contrary herein, the Premium Seating will be available to and operated for or on behalf of the SRFC's licensed or approved seating patrons with rights to such Premium Seating as applicable and no other parties will be provided access or entry to or use of the Premium Seating during any Stadium Events;
 - (i) REAL shall not be responsible for the supervision and control of access to the Premium Seating areas during SRFC Games, SRFC Events and SRFC Playoff Games;
 - (iii) For SaskSport Events and SaskSport Special Events, the use of the Premium Seating shall be determined as follows:
 - (A) First, REAL shall provide and review with the SRFC the official seating map, for the SaskSport Event or SaskSport Special Event, that proposes what Premium Seating will be available for sale and what Premium Seating will be required for back of house operations during the SaskSport Event and SaskSport Special Event and will not be used for re-sale;
 - (B) Second, REAL shall provide the SRFC and the applicable license holders or contracting parties for the Premium Seating the opportunity to purchase admission tickets during the ticket pre-sale period at a ticket price not be higher than the highest listed ticket price set by REAL or SaskSport for the SaskSport Event or SaskSport Special Event. Where the applicable license holders to the Premium Seating purchase such tickets, the said licensees for the Premium Seating shall thereupon have the right to the

use of such portion of the Premium Seating for the relevant SaskSport Event or SaskSport Special Event; and

- (C) Third, if the admission tickets referred to in (B) above are not purchased by the SRFC or its applicable Premium Seating license holders for a SaskSport Event or SaskSport Special Event, REAL shall have the right to sell the use of such Premium Seating for such event free and clear of the rights of the SRFC or the applicable license holder or contracting party.
- (b) The City and REAL each acknowledge and agree that the City receives a payment from the SRFC each year during the term of the SRFC Lease equal to [REDACTED] of the gross revenues paid to the SRFC on account of sales of rights to Suites (which are identified as "Suites" in Schedule "D" of this Agreement and hereafter the "Suites") for SRFC Games, SRFC Events and SRFC Playoff Games. The City agrees to remit any amounts received from the SRFC related to the marketing of Suites to REAL within 30 days of collecting such funds from the SRFC.
- (c) Except as otherwise provided above, REAL shall be responsible for supervision, security and control of access to the Premium Seating areas when not in use during SRFC Games, SRFC Events and SRFC Playoff Games, by means of locked doors and/or security or key lock systems (with reasonable access being provided to the SRFC for its purposes and roles as specified herein).

ARTICLE 6 – REAL EVENTS

6.1 License to Use Stadium and Premises for REAL Events

Subject to section 6.5, the City hereby grants and provides REAL with the right and licence to occupy the Premises, the Stadium and the Licensed Areas, including public portions thereof, as may be required to support and undertake the REAL Events, together with the right of ingress and egress of all portions of the Premises as may be required for the preparation for and conduct of REAL Events. For further clarity and notwithstanding the foregoing, the City acknowledges that REAL is the City's sole operator of the Stadium for REAL Events and the City will not grant such rights to others unless mutually agreed to by both REAL and the City.

6.2 Scheduling of REAL Events

REAL and the City each acknowledge and agree that the use of the Stadium and scheduling of REAL Events shall be undertaken and completed in accordance with the Scheduling Protocol that may be agreed to between the City, REAL, the SRFC and SaskSport from time to time. REAL acknowledges and agrees that it will work with the City, SaskSport and the SRFC to manage the process of scheduling REAL Events in accordance with the Scheduling Protocol and in a way that:

- (a) recognizes that the Canadian Football League sets the schedule for SRFC Games and SRFC Playoff Games and that there will be little flexibility in scheduling the SRFC Games and SRFC Playoff Games; and
- (b) reasonably tries to achieve minimal disruption and interference when scheduling all REAL Events, cooperating to prevent, to the extent possible, avoid and rectify any scheduling conflicts.

6.3 Event Transportation and Parking Plan

- (b) REAL acknowledges and agrees that it shall be responsible to provide all coordination, personnel and other services and materials required to implement the Event Transportation and Parking Plan during REAL Events including the management of all parking.
- (c) REAL acknowledges and agrees that it shall be responsible to monitor and manage on-site public parking surrounding the stadium in accordance with the no parking and restricted parking signs as installed at the Stadium and Premises during REAL Events and other events held on the Regina Exhibition Grounds.

6.4 Premium Seating

REAL acknowledges and agrees that through the SRFC Lease, the City has provided the SRFC with certain rights and opportunities in respect of the use, marketing and occupancy of the Premium Seating during REAL Events as follows:

- (a) REAL shall be responsible for the supervision and control of access to the Premium Seating areas during REAL Events;
- (b) For REAL Events the use of the Premium Seating shall be determined as follows:
 - (i) First, REAL shall provide and review with the SRFC the official seating map, for the REAL event, that proposes what Premium Seating will be available for sale and what Premium Seating will be required for back of house operations during the REAL Event and will not be used for re-sale;
 - (ii) Second, REAL shall provide the SRFC and the applicable license holders or contracting parties for the Premium Seating the opportunity to purchase admission tickets during the ticket pre-sale period at a ticket price not be higher than the highest listed ticket price set by REAL or the sponsor of the REAL Event. Where the applicable license holders to the Premium Seating purchase such tickets, the said licensees for the Premium Seating shall thereupon to have the right to the use of such portion of the Premium Seating for the relevant REAL Event; and
 - (iii) Third, if the admission tickets referred to in clause (ii) above are not purchased by the SRFC or its applicable Premium Seating license holders for a REAL Event, REAL shall have the right to sell the use of such Premium Seating for such event

free and clear of the rights of the SRFC or the applicable license holder or contracting party.

6.5 Commercial Event Licence Fee

- (a) Subject to subsection (b), REAL shall pay to the City a per event licence fee (“**Commercial Event Licence Fee**”), to be charged in an amount and manner as shall be mutually agreed in writing between REAL and the City no less than 60 days in advance of a proposed event, for each REAL Event other than Hospitality Events (“**Commercial Events**”), provided that no Commercial Event Licence Fee shall apply to any amateur sporting or civic events organized by the City or REAL for public purposes.
- (b) For greater certainty:
 - (i) REAL shall not be obligated to collect or remit any Commercial Event Licence Fee at any event for which it uses the Stadium which is not as described in clause (a); and
 - (ii) REAL shall not be obligated to collect or remit any Commercial Event Licence Fee on account of free, complimentary, sponsorship or promotional tickets which it issues for Commercial Events.
- (c) Notwithstanding the foregoing, the City acknowledges that there may be times where it is not economically feasible or may be considered a deterrent to economic development or a loss of competitive advantage in securing events for the City to charge a Commercial Event Licence Fee. In such circumstances, the City may agree, but shall not be obligated, to waive the Commercial Event Licence Fee.

6.6 Financial Risk

- (a) The City acknowledges and agrees that REAL retains the right, in its sole discretion, to assess the feasibility of and determine what events and activities it will undertake as REAL Events.
- (b) REAL shall be responsible for the provision of all Services necessary for the undertaking of REAL Events as its sole cost and expense.
- (c) The City agrees that REAL shall be entitled to any profit, net of the Commercial Event Licence Fee, generated from REAL Events.
- (d) Notwithstanding clause (a), in the event REAL declines an event which the City wishes to be hosted at the Stadium, the City may only direct a REAL Event to be hosted by REAL on the prior written mutual agreement of the parties that any net profit earned or loss incurred in respect of such event will be reported by the City or as otherwise agreed in advance by the parties.

ARTICLE 7 – PROVISION OF SERVICES

7.1 Base Building Services

During the Term and subject to the terms of this Agreement, REAL agrees to keep all assets and Equipment and the Stadium in good operating condition consistent with Industry Standard using qualified and professional staff and contractors as and when may be reasonably required and to provide the following services in relation to the Stadium and Premises (collectively, the “**Base Building Services**”):

- (a) all day-to-day activities necessary for the building, grounds, systems and Equipment to perform their intended function, including but not limited to:
 - (i) **Security** – includes arranging for all policing, security, supervision and traffic control within all Common Areas and Facilities and the Licensed Areas, monitoring of CCTV cameras, roving patrol to observe, document and report incidents related to persons and property in and around the Stadium and the Premises and off hours site access to the Stadium and Premises;
 - (ii) **Custodial** – includes all functions normally associated with building maintenance including general cleaning (including window cleaning), restroom sanitizing, pest control, sweeping, mopping, trash removal, glass cleaning, waste and recycling collection and disposal within all Common Areas and Facilities and Licensed Areas of the Stadium and throughout the Premises;
 - (iii) **Stadium Maintenance & Operation** - includes the provision of all personnel, equipment and materials for the ongoing operation, preventative maintenance, predictive maintenance, reactive maintenance, third party service provider supervision and warranty service related items for all Stadium Assets as further detailed in subsections (b) to (e) of this section;
 - (iv) **Stadium Roofs and Canopy Maintenance & Operation** – includes the provision of all personnel, equipment and materials for the ongoing operation, preventative maintenance, predictive maintenance, reactive maintenance and repair of the Stadium roof and canopies in accordance with manufacture specifications, including maintenance and repairs to the roof and canopies fabric/materials in accordance with manufacturer specifications. This also includes the provision of personnel, equipment and materials to implement a snow removal plan that addresses safety and response times for day to day access to the Stadium and for Stadium Events and REAL Events;
 - (v) **Grounds Maintenance** – Maintenance of grounds and outdoor facilities such as, seating, lawns, trees, shrubs, roads, sidewalks, fences, signs, street lighting, storm drains, irrigation systems, outdoor parking, snow clearing and removal, etc. within the boundaries of the Premises;

- (vi) **Stadium Field of Play /Turf Maintenance** - maintenance and repairs to the Stadium field of play / turf in accordance with manufacturer specifications, including restricting access to the field of play from the end of the CFL playing season until April 1 of each year (or such other date or dates as the City and REAL may agree) to ensure that all proper annual grooming and maintenance has been completed prior to use. Notwithstanding the foregoing, REAL acknowledges that the SRFC shall be responsible for painting of, upkeep to, temporary covering, restoral and permanent removal of any logos placed on the field of play / turf in accordance with section 4.7 of this Agreement;
- (vii) **Utilities Operations & Maintenance** – operations include the continuous operation of the Stadium and the distribution of electricity, hot and cold water, heating, ventilating, air-conditioning, and climate control. Maintenance includes the upkeep, repair and replacement of Equipment and utility distribution and collection systems included within the Base Building Components. REAL agrees to effectively utilize all features of the Building Management System (BMS), ensuring the BMS system is utilized and maintained by fully trained staff;
- (viii) **Waste & Recycling Management** – includes arranging for the collection and disposal of dry and wet trash, waste, plant trimmings, turf clippings etc. from the Stadium and the Premises. REAL shall develop a waste management plan which is to include procedures for the preparation of events, service during events and post event clean up with the intent to keep all areas neat, clean and uncluttered and in compliance with all Applicable Laws and consistent with maintaining the Stadium in accordance with Industry Standard, while promoting and actively participating in a recycling program that reduces landfill waste and increases recycling efforts;
- (ix) **Scheduling** – arranging and managing all Stadium bookings annually from the SRFC, SaskSport, SaskSport Users, the City, third party users and other community groups in accordance with the Scheduling Protocol;
- (x) **IT Systems and IPTV Systems** – monitoring and management of the IT Systems and IPTV systems to ensure continued functionality to the industry standard required to support the end uses of such systems, including the co-ordination with the City or its designate for reasonable implementation of available updates to ensure the functionality and uses intended in the planning for the Stadium. For further certainty, REAL shall not be responsible for any cost or expense relating to any upgrades or replacements relating to the IT Systems or the IPTV system that are acquired to extend or enhance features or functionality beyond the functionality and uses intended in the planning for the Stadium and in existence as at the date of this Agreement;

- (xi) **General Administration Services** – includes the administration, supervision, analytical and technical support services and any other services reasonably required from time to time to facilitate the operation and maintenance of the Stadium and Premises in accordance with the standards specified and as required by this Agreement;
 - (xii) **Audio and Visual Systems (other than IPTV)** – monitoring and management of the Audio and Visual Systems to ensure continued functionality to the industry standard required to support the end uses of such systems, including the co-ordination with the City or its designate for reasonable implementation of available updates to ensure the functionality and uses intended in the planning for the Stadium. For further certainty, REAL shall not be responsible for any cost or expense relating to any upgrades or replacements relating to the Audio and Visual Systems that are acquired to extend or enhance features or functionality beyond the functionality and uses intended in the planning for the Stadium and in existence as at the date of this Agreement; and
 - (xiii) **Food Services Areas** – includes all concession spaces, Premium Seating areas and main and commissary kitchens, the provision of all personnel, equipment and materials for the ongoing operation, preventative maintenance, predictive maintenance, reactive maintenance, third party service provider supervision and warranty service related items;
- (e) REAL shall keep the City advised of the general condition and repair of the Stadium and Premises as such reports may be reasonably required by the City from time to time;
 - (f) REAL shall manage and coordinate site access to the Premises and the Stadium during all hours, including providing and managing any access card systems and the related access cards provided to tenants, users and other parties accessing the Premises and Stadium;
 - (g) REAL shall hire in its own name and expense, supervising and dismissing as may be necessary from time to time all Persons required for the proper management, operation and maintenance of the Stadium and the Premises to provide the Services required by this Agreement, it being agreed that REAL may perform any of its duties pursuant to this Agreement through the contracting of such Persons. Further to this clause, and except as may be otherwise agreed by the City, REAL shall also be solely responsible for all obligations arising under any collective or trade union agreements affecting its employees;
 - (h) REAL shall co-ordinate and implement an Emergency Response Plan and Security Plan for the Premises, the Stadium and all Stadium Events and REAL Events, except to the extent that these responsibilities have been assumed by the SRFC in respect of SRFC Games, SRFC Playoff Games and SRFC Events. REAL agrees to provide the City with reasonable written notice of Emergency Response Plan and Security Plan and any amendments or supplements that may be adopted from time to time, and in addition, on or before March 31st of each year of the Term; and

- (i) REAL shall promptly investigate and make appropriate written reports to the City and applicable insurance carriers as to all alleged accidents and/or alleged claims for damages for loss to Person or property, the estimated cost of repairs, prepare and file any other reports required by applicable insurance carriers in connection therewith, and shall generally cooperate and consult with the City as to the handling of such matters and make reasonable efforts not to prejudice the rights of the City under such policies and programs. For further certainty, REAL shall make an initial written report to the City within no more than 48 hours of becoming aware of an alleged accident or claim.

7.2 Maintenance Program

- (a) Within a reasonable period of time following the Effective Date, REAL shall commission, develop and provide the City with a comprehensive preventative maintenance program for all preventative, predictive and reactive maintenance using Industry Standard criteria and manufacturers' recommendations and warranty requirements (the "**Maintenance Program**") for the City's review and approval. The parties acknowledge and agree that the Maintenance Program shall at all times be subject to the City's approval and will be reviewed and assessed by the City on a semi-annual basis, referring to the Industry Standards review and assessment, to ensure that the Maintenance Program operates to enhance the operation of the Stadium Assets, extend the useful life of all assets and decrease downtime of the Stadium and the Premises.
- (b) REAL shall administer the Maintenance Program developed and maintained in accordance with subsection 7.2 (a) of this Agreement through a computerized maintenance management system ("**CMMS**") that maintains asset information for all Stadium Assets to a minimum of UNIFORMAT II level 3 and as may be required for preventative maintenance, reactive maintenance, predictive maintenance and capital planning and that has the following capabilities:
 - (i) the maintenance of the following asset information:
 - (A) all major equipment or systems;
 - (B) identification of asset or system (name, description, tag #);
 - (C) serial #, model #, manufacturer, capacity, year installed, location, service purpose, warranty date, replacement cost, nameplate data; and
 - (D) other asset management requirements to assist with maintaining and managing asset life expectancy;
 - (ii) the ability to support:
 - (A) preventative and reactive maintenance requirements;
 - (B) ongoing condition assessments and capital planning

- (iii) the ability to keep all asset information accurate and up-to-date, including:
 - (A) maintain previous versions of all documentation as a secure electronic copy;
 - (B) maintain live and up-to-date built documentation and databases (including operating and maintenance manuals, AutoCAD drawings, preventative maintenance database, condition assessment and capital planning database); and
 - (C) maintain all information from any system changes or additions to the Stadium, including updating of computerized software systems, as-built electronic drawings in AutoCAD and changes in operations and maintenance manuals;
- (iv) the ability to support the following functionality for preventative maintenance:
 - (A) initiate and track preventative maintenance work;
 - (B) provide backlog reports;
 - (C) provide preventative maintenance total costs for specific periods of time or specific assets; and
 - (D) provide preventative maintenance labour hours for specific periods of time or specific assets;
- (v) the ability to support the following functionality for predictive maintenance:
 - (A) equipment condition monitoring; and
- (vi) the ability to support the following functionality for reactive maintenance (including warranty work):
 - (A) initiate and track reactive work;
 - (B) provide backlog reports;
 - (C) provide total reactive costs for specific periods of time or specific assets; and
 - (D) provide reactive labour hours for specific periods of time or specific assets.
- (c) REAL shall supply all required materials and labour necessary to perform reactive, predictive and preventative work to the Premises, the Stadium and the related Stadium

Assets in accordance with the Maintenance Program and such other work as may be reasonably required by the City from time to time to support the proper operation and care of the Stadium (the “**Maintenance Services**”).

- (d) All Maintenance Services completed pursuant to this Agreement and conducted in accordance with the Maintenance Program shall be completed by REAL or its qualified and trained professional under a third party service contact in accordance with the following general requirements:
- (i) all work must be documented through a work order system that has the ability to track the warranty period and produce a maintenance warranty log;
 - (ii) all systems or portions of systems that are not in use and not reasonably expected to be used in the future must be completely removed and all Equipment and structures repaired to like-original condition;
 - (iii) replacement parts, Equipment and systems to be, at a minimum, similar quality and ability as original;
 - (iv) all repairs, additions or modifications are to be documented through work orders;
 - (v) all work performed by a contractor is to be documented through work orders and inspected by REAL staff;
 - (vi) REAL assumes all oversight for all contractor work conducted on the Premises and within the Stadium and the Premises;
 - (vii) all assets or systems must be labelled or identified as per the original construction labelling and identification system;
 - (viii) all Equipment and work areas to be kept clean and uncluttered;
 - (ix) all REAL staff and contractors are to be appropriately certified, trained and qualified for the work being performed;
 - (x) vandalism and damage, outside of normal wear and tear, should be classified separately in the work order system. All efforts should be made to recover costs from the responsible party; and
 - (xi) graffiti removal will be removed by REAL and documented through work orders.
- (e) Any asset or Equipment work (materials and labour to replace, repair or address an asset or Equipment issue) valued over \$5,000 and is not included as part of the Asset Management Plan for the current year, or such other amount as the City may designate from time to time, shall be deemed to be capital item and requires City approval through the capital budget process or through other approval process prior to being completed, as follows:

- (i) where the estimated cost of work not listed in the Asset Management Plan for the current year is over \$5,000 per item to repair or replace, REAL shall provide the City with a written estimate of the estimated cost and obtain City approval for the work prior to proceeding; and
- (ii) if the item is an emergency or an immediate health and safety issue, the notification and approval process specified in clause 7.2(e)(i) shall not apply and REAL may commence the repair process immediately provided that the City be contacted and advised as soon as possible.

7.3 Asset Management

- (a) Within ninety (90) days following the Effective Date, REAL shall commission, develop and provide the City with a comprehensive asset management plan using Industry Standard criteria and manufacturers' recommendations and warranty requirements (the "**Asset Management Plan**") for the City's review and approval. The parties acknowledge and agree that the Asset Management Plan shall at all times be subject to the City's approval and will be updated annually during the City's budget approval process, to ensure the proper operation of the Stadium Assets, extend the useful life of all assets and decrease downtime of the Stadium and the Premises.
- (b) REAL shall develop and administer the Asset Management Plan as follows:
 - (i) for capital deferred maintenance, REAL acknowledges and agrees that the maximum permitted ratio of deferred maintenance to replacement value or Facility Condition Index for the Stadium and Premises that may be contemplated (FCI) is 7.5%. This maximum FCI should not be exceeded without the City's prior written approval;
 - (ii) the framework of the Asset Management Program shall be a five (5) year rolling plan and shall be submitted to the City annually in conjunction with and consistent with the City's annual budget process for approval, such annual submissions setting out the anticipated capital improvements, repairs and replacements for the Stadium and Premises by project and phase, providing a cash flow and in such form and with such content as reasonably required by the City from time to time;
 - (iii) REAL shall create and maintain a capital planning database using the CMMS to manage facility condition and life cycle investments. The capital planning database will be initially populated by REAL with information based on the initial construction or installation of the Stadium Assets and shall be updated every three (3) years during the Term following the completion of a third party facility condition assessment that includes a comprehensive facilities condition assessment of all Stadium Assets to a minimum of UNIFORMAT II Level 3. The third party facility assessment should be conducted by a minimum of four professionals (architect, structural engineer, mechanical engineer and electrical engineer) utilizing scalable methodologies to ensure accurate and consistent

information. The completed facility assessments shall provide the following information:

- (A) update the CMMS to include any changes to the Stadium since the previous assessment and identify all building components, systems and equipment using UNIFORMAT II;
 - (B) identify deficient conditions (requirements) in logical grouping, timing and priorities, along with associated recommended corrections; and
 - (C) identify all replacement and corrective costs for Stadium Assets based upon industry standard cost databases that are updated annually to contemplate reasonable rates of inflation;
- (iv) REAL shall maintain an electronic database (either within the CMMS or within another software program) containing all detailed facility condition inspection information and create and maintain a financial model detailing the capital funding requirements for all Stadium Assets for the life of the Stadium; and
 - (v) the City shall be provided with electronic access to the electronic database created and maintained by REAL pursuant to this section via a secure web-based or online login.

7.4 Asset Management Plan

- (a) When completing work and Services relating to the Asset Management Plan (the “**Capital Services**”), REAL covenants and agrees to:
 - (i) obtain all approvals that may be required by the City pursuant to this Agreement;
 - (ii) replace and maintain all Stadium Asset within the Stadium at an equivalent or in-kind capacity with any revisions or modifications requiring architectural or engineered stamped drawings/specifications and City approval pursuant to section 10.4 herein;
 - (iii) ensure that all designs and professional documents, including plans, engineering drawings, detailed drawings, maps, specifications, reports and other documents, that describe engineering or geoscientific work as contemplated in *The Engineering and Geoscience Professions Act* (Saskatchewan) be authenticated by a professional member, in accordance with the APEGS Authentication of Documents, Use of Professional Seals (2009);
 - (iv) ensure that all designs and professional documents, including plans, engineering drawings, detailed drawings, maps, specifications, reports and other documents, that that describe architectural work as contemplated by *The Architects Act* (Saskatchewan) be stamped and signed by an Architect registered in Saskatchewan;

- (v) ensure that all construction activities shall be undertaken and performed by qualified contractors engaged by REAL in accordance with or consistent with the City's public procurement policies;
- (vi) ensure that all work complies with all Applicable Laws, including but not limited to:
 - (A) NBCC;
 - (B) National Plumbing Code of Canada;
 - (C) National Energy Code of Canada for Buildings;
 - (D) The Uniform Building and Accessibility Standards Act;
 - (E) National Fire Code of Canada; and
 - (F) all associated Saskatchewan amendments to the national codes.
- (vii) consider energy and sustainability improvements when completing the Capital Services to ensure that utility consumption is equal to or better than original design;
- (viii) ensure that all work impacting Stadium Assets include the provision of a commissioning, start-up and training plan;
- (ix) all required commissioning, start-up and training for all work where Stadium Assets are upgraded, replaced or added; and
- (x) ensure that all third-party construction and equipment purchases are structured to provide a minimum 2-year warranty on all construction and equipment.

7.5 Leased Premises Services

During the Term and subject to the terms of this Agreement, REAL agrees to provide the following services to SRFC, SaskSport, the SaskSport Users and their respective portions of the Leased Premises (collectively, the "**Leased Premises Services**"):

- (a) climate control to the Leased Premises to maintain a temperature adequate for occupancy, except as may be reasonably interrupted during the making of repairs, alterations or improvements;
- (b) except when repairs are being made, provide elevator service during regular office hours;
- (c) when reasonably necessary from time to time cause the Common Areas and Facilities to be cleaned, polished and dusted;

- (d) provide use of and access to the bulk waste collection and recycling facilities maintained for the Stadium and ongoing monitoring to ensure that use is not in excess of normal business or operational quantities. Where excessive use is found, REAL shall report the details of such use to the City and require the applicable tenant to obtain alternate waste collection and recycling facilities;
- (e) designated parking spaces on the Premises in accordance with this Agreement;
- (f) provide utilities, including water and electricity in the normal quantity and monitor use of utility systems to ensure that use is not in excess of normal quantities. Where excessive utility use is found, REAL shall refuse to supply such utilities where the supply of excessive utilities would in any way negatively affect the operation, efficiency, aesthetics or the structure of the Stadium, or in any way or permit the excessive use of utilities provided that additional charges are levied as against the applicable tenant;
- (g) manage and coordinate site access to the Leased Premises during all hours, including providing and managing any access card systems and the related access cards provided to the SRFC, SaskSport and the SaskSport Users accessing the Leased Premises; and
- (h) develop, adopt and promulgate the Rules and Regulations to the SRFC, SaskSport and the SaskSport Users, including amending or supplementing the Rules and Regulations from time to time where reasonably needed for the safety, care, cleanliness and more efficient operation of the Stadium and for the preservation of good order therein. REAL shall take all steps to reasonably enforce the Rules and Regulations.

7.6 Stadium Event Services

During the Term and in accordance with the terms of this Agreement, REAL agrees to provide the following services, for Stadium Events, in a manner consistent with Industry Standards and for Comparable Facilities (collectively, the “**Stadium Event Services**”):

- (a) all general janitorial and custodial services to the Stadium, including recycling and waste disposal services and washroom supplies and services;
- (b) the provision of all utilities to the Stadium and general building maintenance, including but not limited to utilities required for all Stadium video and ribbon boards;
- (c) designated parking spaces on the Premises in accordance with this Agreement;
- (d) tradespersons available to provide emergency building support and maintenance;
- (e) transportation plan management on the Premises and in respect of access to and egress from the Premises;
- (f) turf maintenance and repair;
- (g) seating maintenance and repair;

- (h) general operations and Stadium set-up, which for further certainty does not include sponsorship activation;
- (i) custodial and security for visiting team spaces and all public areas including during visiting team practices; and
- (j) identification and reporting to the City of any incidents occurring in the provision of the Services using an incident management reporting system acceptable to the City.

7.7 Additional Services to Support Stadium Events

During the Term and subject to the terms of this Agreement, REAL agrees to provide any additional services that may be reasonably required by users of the Stadium to support Stadium Events, providing such additional services upon such terms and conditions and at such cost as may be agreed to by the SRFC, SaskSport, the SaskSport Users or any other applicable user of the Stadium, as the case may be, from time to time, REAL acknowledging and agreeing that any such additional services shall be provided on a cost recovery basis with such costs to be billed directly by REAL to such user.

ARTICLE 8 – FOOD AND BEVERAGE SERVICES

8.1 Food and Beverage Services

- (a) In conjunction with the licenses provided to REAL pursuant to this Agreement, the City hereby grants and provides REAL with the exclusive right and licence to provide food and beverage and concession services to the Stadium and Premises for Stadium Events and REAL Events, including the right to sub-license to third party concessionaries. REAL acknowledges and confirms that it has made arrangements to have concession license agreements in place with numerous local vendors for the operation of certain of the concessions and catering operations at the Stadium in order to provide food and beverage services to Stadium Events. Upon request by the City, REAL agrees to provide the City with copies of all concession license agreements and a reporting on all funds received and paid to third party vendors pursuant to such agreements.
- (b) In providing the food and beverage services pursuant to this Article 8, REAL shall provide all set-up, take-down, activation and delivery of food and beverage services for the Premises and Stadium including mobile food and beverage concessions as may be reasonably appropriate. The City acknowledges and agrees that REAL, acting reasonably, shall have the authority determine the extent of food and beverage services to be offered for a Stadium Event or REAL Event based upon reported ticket sales and the nature and type of Stadium Event or REAL Event taking place; provided that REAL shall, as commercially reasonable, ensure that all concession spaces shall be operational and open to provide food and beverage services during all SRFC Games, SRFC Playoff Games and SRFC Events.

- (c) REAL shall ensure that all proper permits and licenses are obtained and in place by REAL and by all concession license holders to support the food and beverage services provided pursuant to this Article and that all food and beverage services are operated in accordance with Applicable Laws.

8.2 Liquor Sales and Liquor License.

REAL shall ensure that appropriate liquor licenses are obtained and in place to support liquor sales at Stadium Events and REAL Events by all concession providers and throughout the entire Stadium.

8.3 Food and Beverage Profit Sharing

- (a) REAL acknowledges and agrees that through the SRFC Lease, the City has provided the SRFC profit sharing relating to food and beverage services during SRFC Games, SRFC Events and SRFC Playoff Games, as follows:
 - (i) The SRFC shall be entitled to 20% of the total Net Profit earned by REAL or paid to REAL from contracted concessionaires earned in respect of food and beverage services provided to Premium Seating during the SRFC Games, SRFC Events and SRFC Playoff Games or any other premium food and beverage offering as may be agreed to by REAL and the SRFC from time to time; and
 - (ii) The SRFC shall be entitled to 80% of the total Net Profit earned by REAL or paid to REAL from contracted concessionaires earned in respect of food and beverage services during SRFC Games, SRFC Events and SRFC Playoff Games provided to all areas of the Stadium other than the Premium Seating.

“**Net Profit**” as referred to above shall be calculated as follows:

- (iii) In respect of revenues paid to REAL by contracted concessionaires delivering food and beverage services in the Stadium during SRFC Games, SRFC Events and SRFC Playoff Games and at pre-game and post-game activities on the Premises before SRFC Games, SRFC Events and SRFC Playoff Games, for the purposes of calculating the amounts payable pursuant to this section 8.3, all gross revenues from such food and beverage services sales, excluding applicable sales tax, less all applicable costs of delivery of the food and beverage services by REAL and the concessionaires and including an allocation of other food and beverage general operating costs as agreed by the SRFC, the City and REAL annually. REAL agrees to meet with the City and the SRFC on or before March 31st of each year during the Term to review anticipated food and beverage general operating costs and determine the manner in which the anticipated general operating costs will be allocated among all uses of the Stadium, including but not limited to SRFC Games, SRFC Events and SRFC Playoff Games. Any dispute about the allocation of such food and beverage general operating costs shall be subject to the dispute resolution process as set out in the SRFC Lease; and

- (iv) For the avoidance of doubt, the total of all costs considered under clause 8.3(a) (iii) above will be allocated to the Net Profit calculations relating to non-Premium Seating food and beverage sales as calculated in accordance with clause 8.3(a) (ii) above and Net Profit calculations relating to Premium Seating food and beverage sales in accordance with clause 8.3(a)(i) above based on the relative proportion of reported sales revenue for each respective category.
- (b) REAL shall provide the City with a report of all food and beverage concession sales and revenues earned by REAL from food and beverage sales and revenues, with revenues and applicable taxes separately recorded (or otherwise excluded), within seventy-two (72) hours after each SRFC Game, SRFC Event or SRFC Playoff Game.
- (c) REAL shall provide the City with:
 - (i) a preliminary Net Profit report for food and beverage concession sales and revenues earned by REAL from food and beverage sales and revenues, with Net Profit calculated in accordance with subsection (a) above, within ten (10) calendar days after each SRFC Game, SRFC Event or SRFC Playoff Game; and
 - (ii) a final Net Profit report for food and beverage concession sales and revenues earned by REAL from food and beverage sales and revenues, with Net Profit calculated in accordance with subsection (a) above, within twenty (20) calendar days following the end of each month during the Term, for each SRFC Game, SRFC Event or SRFC Playoff Game occurring during the previous month
- (d) REAL acknowledges and agrees that it shall be responsible to collect and manage all revenue relating to food and beverage services provided to Stadium Events and agrees that all portions of the revenue collected that relate to sums payable to the SRFC by the City as set out in subsection (a) above shall be held in trust by REAL for the City and shall not form part of any assets of REAL. REAL agrees to remit to the City:
 - (i) 75% of the applicable portion of Net Profit payable to the SRFC as outlined in subsection (a) above for each SRFC Game, SRFC Event and SRFC Playoff Game (and based on the report provided pursuant to subsection 8.3(c)(i)) no later than ten (10) calendar days following each SRFC Game, SRFC Event and SRFC Playoff Game; and
 - (ii) the remaining 25% of the applicable portion of Net Profit payable to the SRFC as outlined in subsection (a) above for each SRFC Game, SRFC Event and SRFC Playoff Game (and based on the report provided pursuant to subsection 8.3(c)(ii), monthly, not later than twenty (20) calendar days following the end of each month during the Term, the applicable portion of Net Profit payable to the SRFC as outlined in subsection (a) above for each SRFC Game, SRFC Event and SRFC Playoff Game occurring during the previous month.
- (e) The City acknowledges the Net Profit payable in subsection 8.3(d) above may not be reflective of the actual annual costs incurred to provide food and beverage services as

outlined in subsection 8.1(a). As such, REAL acknowledges and agrees to provide to the City a complete and actual Net Profit statement by December 31, for each year of the term, that reconciles the net profit share accounted to the City in subsection 8.3(d) to actual results for the period January to December for the current year and the City and REAL, as the case may be, agrees to make any necessary adjustment to the remittances previously collected no later than January 31st of the subsequent year. For further clarity, this net profit reconciliation is to apply to sales and expenses incurred for the SRFC Games, SRFC Events and SRFC Playoff Games only.

- (f) The City agrees to further remit any applicable sums to the SRFC in accordance with the terms and conditions of the SRFC Lease.

8.4 Repayment of Food and Beverage Capital Cost to City Stadium Reserve

REAL and the City each acknowledge and agree that the City has advanced funding out of the City's Stadium Reserve to complete the construction of the food and beverage and concession spaces within the Stadium in the estimated amount of \$9,000,000 (the "Advance"). In consideration of the City's advance of funds, REAL acknowledges and agrees to pay to the City an annual amount of \$300,000.00 not later than December 31st of each year until such time as the Advance is repaid in full to the City's Stadium Reserve. In the event any payment as contemplated by this section 8.4 is not made to the City within thirty (30) days from the date that such payment is due, interest shall accrue and be payable on the amount of such payment by REAL to the City, at the rate of 5% per annum, calculated monthly, not in advance, from and after the due date for payment to the date of actual payment. The City reserves the right to adjust the amount required to be repaid pursuant to the section based on the actual final amount of funds advanced from the Stadium Reserve and the City shall notify REAL in writing of any such adjustment on or before June 30, 2018. The payment obligations of REAL set out in this section 8.4 shall survive the expiry or termination of this Agreement, unless otherwise agreed in writing by the parties.

8.5 Food and Beverage Selection and Pricing

- (a) REAL acknowledges and agrees that through the SRFC Lease, the SRFC has been provided the right to provide input to the City and REAL as to what beverages and food offerings will be sold during and in relation to SRFC Games, SRFC Playoff Games and SRFC Events and the prices to be charged for such offerings. REAL, subject to commercially reasonable operating requirements, shall give such input from the SRFC reasonable consideration and where applicable and commercially reasonable, REAL shall cause the concessionaires to implement those offerings and prices.
- (b) REAL shall provide a list of items and prices that are to be sold in the Stadium by REAL and its concessionaires during Stadium Events to the City, for the City and the SRFC's review, on or before April 30th of each calendar year during the Term, and on such other occasions as such list of items and prices may be proposed to be amended during the course of any calendar year during the Term.

- (c) REAL acknowledges and agrees that in accordance with subsection 4.3(a) of this Agreement and through the SRFC Lease, the SRFC has been granted the exclusive and complete right and ability to market sponsorship rights in respect of the Stadium and that the SRFC may enter into sponsorship arrangements that require the use of certain food and beverage products by REAL or its concessionaires. REAL shall in its own capacity as a food and beverage service provider and in its management capacity require the contracted concessionaires to use the products of the SRFC sponsors and advertisers in the Stadium and on the Premises to the extent required by the SRFC's sponsorship agreements with such sponsors and advertisers in the following areas: (i) alcoholic and non-alcoholic beverages, (ii) potato chips and other confectionary items; and (iii) such other food items that relate to sponsorships that SRFC enters into in the course of its business operations, as such food items are agreed to from time to time between the City, REAL and the SRFC, each acting reasonably and ensuring the result of sponsorships does not increase the cost of goods.

ARTICLE 9 – CONFEDERATION PARK

9.1 License to Use Confederation Park

- (a) The City and REAL each acknowledge and agree that Confederation Park is leased to REAL pursuant to the lease agreement relating to the Regina Exhibition Grounds between the City and REAL dated as of April 15, 2015 and is operated and maintained by REAL in accordance such lease agreement and supplemental agreement dated [***NTD: Insert agreement date**].
- (b) In order to support the operation of the Stadium and to ensure first class events and services are provided, REAL hereby grants and provides the City and the SRFC with the right and license to occupy and use Confederation Park as may be required to support and undertake the Stadium Events (specifically, SRFC Event, SRFC Games and SRFC Playoff Games), together with the right of ingress and egress of all portions of the Premises as may be required for the preparation for and conduct of Stadium Events.

9.2 SRFC Use of Confederation Park

For further certainty, and in conjunction with section 9.1 of this Agreement, REAL acknowledges and agrees that through the SRFC Lease, the SRFC has been provided with the right and license to use Confederation Park in relation to SRFC Games, SRFC Playoff Games and SRFC Events on the following terms and conditions:

- (a) the SRFC's use of Confederation Park shall be related to pre-game or post-game activities organized and promoted by SRFC as part of SRFC Games and SRFC Playoff Games;
- (b) where the SRFC's use of Confederation Park relates to SRFC Events, such use of Confederation Park will be subject to availability, as may be determined by the Scheduling Protocol;

- (c) unless otherwise agreed to between the SRFC and REAL, all set up and tear down of any activation within Confederation Park shall be completed not more than one day before the relevant event for set up and within one day after the relevant event for tear down;
- (d) the sponsorship rights held by the SRFC as described in section 4.3 of this Agreement shall be applicable during all SRFC use of the interior of Confederation Park and where limited sponsorship is visible from the exterior;
- (e) any costs incurred in respect of the set-up and activation for Confederation Park shall be paid by SRFC to REAL on a cost recovery basis, based on REAL's then current rate cards, with REAL invoicing the SRFC directly;
- (f) Subject to the limitations described in section 8.5 of this Agreement, REAL shall have the right to select any food and beverage vendors providing service within Confederation Park;
- (g) Net Profit, calculated in accordance with section 8.3 of this Agreement, generated from the sale of food and beverages during the SRFC's use of Confederation Park shall be shared between the SRFC and REAL on the basis that SRFC shall receive 80% thereof, and REAL shall receive 20% thereof, the payment of such revenues to be administered in accordance with section 8.3 of this Agreement; and
- (h) REAL shall work cooperatively with the City and the SRFC to avoid or minimize the impact of any collective bargaining agreements that REAL may have that are applicable to Confederation Park and which may have an adverse impact on the SRFC and its use of volunteers and other groups.

ARTICLE 10 –RIGHTS, POWERS AND OBLIGATIONS

10.1 Licenses, Contracts and Vendors

- (a) With respect to the performance of the Services, REAL shall be permitted to enter into such licenses, engage such third party vendors and subcontractors and enter into such other agreements or arrangements with other Persons as REAL deems necessary, advisable or desirable to provide goods or services necessary; provided that no such license or subcontract shall release REAL from any obligations under this Agreement, and any such license or contract shall be subject to the terms of this Article 10. All such third party subcontracts, licenses or other agreements shall be referred to herein collectively as "**Third Party Contracts**".
- (b) All Third Party Contracts entered into by REAL shall provide that the same are assignable to the City without the prior consent of the vendor or subcontractor and, notwithstanding any contrary provision hereof, upon termination of this Agreement for any reason, REAL agrees that the City shall have the right to and the City hereby agrees to assume (or to arrange for a successor management company to assume) in writing any or all then outstanding obligations under such Third Party Contracts entered into by REAL in accordance with this Agreement.

- (c) The City agrees to indemnify and save REAL harmless for all losses, damages or claims suffered by REAL in connection with any Third Party Contract assumed by the City or a successor management company, other than any losses, damages or claims relating to the non-performance or breach by REAL of such Third Party Contracts prior to such assumption.

10.2 Liens, Claims and Lawsuits

- (a) REAL shall not cause any Lien to be filed, or suffer or permit any Lien to be maintained by any Person claiming by or through REAL or resulting from any claim against REAL unrelated to the Services, against any portion of the Stadium, the Premises or the Equipment, and if any such Lien shall be filed, REAL shall promptly, and at its own cost and expense, cause such Lien to be released.
- (b) The parties agree that they will promptly notify the other party in writing of any third party claim, threatened litigation or lawsuit filed which relates to the Premises, the Stadium or the Services. The parties agree to discuss and cooperate in the defense of such matter subject to applicable conflict of interest and insurance requirements. Nothing in this section 10.2 authorizes REAL to accept service of process, consent to jurisdiction or suit or otherwise waive any right of the City in connection with any such third party claims or lawsuits.

10.3 Right of Entry Reserved

Representatives of the City with responsibilities involving the Premises or the Stadium, shall have the right at any time to enter all portions of the Premises or the Stadium to inspect same, to observe or assess the performance of REAL of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any Equipment, utility lines, or other matters in, on, or about the Premises, or to do any act or thing which REAL may be obligated or have the right to do under this Agreement. The City shall not interfere with the activities of REAL hereunder, and the City's actions shall be conducted so as not to disrupt REAL's ability to perform its obligations under this Agreement. The City will document the inspection process and provide a copy of the report within ten (10) days, including any action items and resolution dates, to REAL.

10.4 City Approval of Work.

- (a) REAL may make repairs, alterations, replacements, decorations or improvements at their sole cost, provided that no repairs, alterations, replacements, decorations or improvements to any part of the Stadium may be made without REAL first obtaining the City's written approval (which may be withheld in the City's sole discretion) and, in no event shall any repairs, alterations, additions, decorations or improvements to the Stadium and the Premises be approved or permitted which may weaken or adversely affect the condition or operation of the Stadium and the Premises or diminish the value thereof, or exceed, restrict or reduce coverage for zoning purposes, or cause the City to buy out or provide additional parking spaces. In seeking approval pursuant to this section,

REAL shall submit to the City:

- (i) details of the proposed work including drawings and specifications prepared by qualified architects or engineers and conforming to good engineering practice;
 - (ii) such indemnification against liens, costs, damages and expenses as the City requires; and
 - (iii) evidence satisfactory to the City that REAL has obtained, at its expense, all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction.
- (b) All such repairs, replacements, alterations, decorations or improvements by REAL to the Stadium approved of by the City shall be performed:
- (i) at the sole cost of REAL;
 - (ii) in a good and workmanlike manner;
 - (iii) in accordance with the drawings and specifications approved by the City; and
 - (iv) subject to the reasonable regulations, controls and inspection of the City.
- (c) Any such repair, replacement, alteration, decoration or improvement made by REAL without the prior written consent of the City or which is not made in accordance with the drawings and specifications approved by the City, shall, if requested by the City, be promptly removed by REAL at REAL's expense and the Stadium and the Premises returned to its previous condition. Failing such removal, the City shall be entitled to remove same forthwith without notice at REAL's sole cost and expense.

10.5 Furniture, Fixtures, Equipment and Donated Assets

- (a) REAL acknowledges and agrees that the City and other third parties have, at their respective sole cost and expense, contributed assets, furniture, fixtures and equipment for use in the Stadium, as are described in Schedule "B" of this Agreement (the "**Stadium Assets**"). The City and REAL each acknowledge and agree that the Stadium Assets have been incorporated into and are fixtures within the Stadium that are owned by the City or such third parties and shall not be removed without the prior written approval of the City.
- (b) The Stadium Assets shall be maintained and repaired by the City or such other third party owner and may be removed at such time as the City or such other third party may reasonable choose. REAL acknowledges and agrees that it shall take all commercially reasonable efforts to protect all Stadium Assets and further agrees to indemnify and hold the City harmless from and against any costs, expenses or damage caused to the Stadium Assets as a result of REAL's negligence in securing, handling or moving such assets.

- (c) REAL acknowledges and agrees that the City shall conduct an annual inventory count of the Stadium Assets and provide the results of such inventory count to REAL within thirty (30) days of the completion of each year of the Term.

ARTICLE 11- FEES PAYABLE FOR SERVICES

11.1 Stadium Base and Event Fees

As full and complete consideration for the Services, the City shall pay to REAL, the following fees and expenses less any amounts owing to the City by REAL pursuant to this Agreement (collectively, the “**Base and Event Fees**”):

- (a) **Base Building Fee:** a total annual amount of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) (the “**Base Building Fee**”) to be paid in advance in monthly installments of Three Hundred Thousand Dollars (\$300,000.00) for the Base Building Services, Maintenance Services, the Maintenance Program, the Asset Management Plan and the Leased Premises Services to be provided for the forthcoming monthly period;
- (b) **SRFC Game Fee:** a per event amount to be paid for each SRFC Game of Forty-Three Thousand Seven Hundred Dollars (\$43,700.00) (the “**SRFC Game Fee**”) for the following services which the City has agreed are to be provided pursuant to the SRFC Lease (collectively the “**SRFC Game Services**”):
- (i) all general janitorial and custodial services to the Stadium, including recycling and waste disposal services and washroom supplies and services;
 - (ii) the provision of all utilities to the Stadium and general building maintenance, including but not limited to utilities required for all Stadium video and ribbon boards;
 - (iii) designated parking spaces on the Premises in accordance with this Agreement;
 - (iv) tradespersons available to provide emergency building support and maintenance;
 - (v) transportation plan management on the Premises and in respect of access to and egress from the Premises;
 - (vi) turf maintenance and repair;
 - (vii) seating maintenance and repair;
 - (viii) general operations and Stadium set-up, which for further certainty does not include sponsorship activation; and
 - (ix) custodial and security for visiting team spaces and all public areas including during visiting team practices.

- (c) SRFC Event and SRFC Playoff Game Fee: a per event amount that will be determined no less than 60 days, or as soon as is otherwise reasonably possible, prior to each SRFC Event and SRFC Playoff Game Event (the “**SRFC Event and SRFC Playoff Game Fee**”) to be paid for each SRFC Event and SRFC Playoff Game for the following services which the City has agreed are to be provided pursuant to the SRFC Lease (collectively the “**SRFC Event and SRFC Playoff Game Services**”):
- (i) all general janitorial and custodial services to the Stadium, including recycling and waste disposal services and washroom supplies and services for the SRFC’s annual Labour Day Weekend “Camera Day” event;
 - (ii) custodial and washroom supplies for SRFC Playoff Games;
 - (iii) the provision of all utilities to the Stadium and general building maintenance, excluding any utilities required for all Stadium video and ribbon boards;
 - (iv) designated parking spaces on the Premises in accordance with this Agreement; and
 - (v) transportation plan management on the Premises and in respect of access to and egress from the Premises.
- (d) SaskSport Event Fee: a per event amount of based on the type of event as set out in Schedule “G” (the “**SaskSport Event Fee**”) to be paid for each SaskSport Event for the following services which the City has agreed are to be provided pursuant to the SaskSport Lease (collectively the “**SaskSport Event Services**”):
- (i) all set-up, take-down, activation and delivery of food and beverage services including mobile food and beverage concessions that may be typically or reasonably required for the size of event in question;
 - (ii) all general janitorial and custodial services to the Stadium, including recycling and waste disposal services and washroom supplies;
 - (iii) the provision of all utilities to the Stadium and general building maintenance, including but not limited to utilities required for all Stadium video and ribbon boards;
 - (iv) designated parking spaces as may be reasonably required;
 - (v) tradespersons available to provide emergency building support and maintenance;
 - (vi) turf maintenance and repair;
 - (vii) seating maintenance and repair;
 - (viii) general operations and Stadium set-up; and

- (ix) Stadium security during regular business hours, with additional security requirements outside of regular business hours subject to additional charges.
- (e) SaskSport Special Event Fee: a per event amount that will be determined no less than 60 days prior to each SaskSport Special Event (the “**SaskSport Special Event Fee**”) to be paid for each SaskSport Special Event for the following services which the City has agreed are to be provided pursuant to the SaskSport Lease (collectively the “**SaskSport Special Event Services**”):
 - (i) custodial and washroom supplies;
 - (ii) the provision of all utilities to the Stadium and general building maintenance, including but not limited to utilities required for all Stadium video and ribbon boards; and
 - (iii) Stadium security during regular business hours, with additional security requirements outside of regular business hours subject to additional charges.
- (f) All fees expressed in this Agreement are not inclusive of sales or use taxes, including GST and PST.
- (g) Any additional services provided by REAL for an event at the request of SRFC, SaskSport or a SaskSport User shall not be the responsibility of the City and shall be billed directly by REAL to the respective user pursuant to section 7.7.
- (h) There shall be no fees payable by the City to REAL in respect of REAL Events unless otherwise agreed in writing in advance by the City.

11.2 Additional Fees

In addition to the fees payable pursuant to section 11.1, the City shall pay to REAL the amount of any additional expenses incurred or expected to be incurred by REAL in providing the Services and that were not previously contemplated in the costing model agreed to pursuant to section 11.3, provided that such expenses are approved by the City prior to being incurred, as follows:

- (a) REAL shall provide the City with a written estimate and description of the estimated cost or expense to be incurred and obtain written City approval for the same prior to proceeding; and
- (b) if the cost or expense relates to an emergency or an immediate health and safety issue, the notification and approval process specified in (a) shall not apply and REAL may incur the expense immediately provided that the City be contacted and advised as soon possible

(the “**Additional Fees**”).

11.3 Required Documentation

The Base and Event Fees payable to REAL pursuant to section 11.1 hereof are calculated based on a costing model mutually agreed to by the City and REAL and shall be adjusted annually during the Term to ensure accuracy and appropriateness, subject to the following:

- (a) The costing model may be based on REAL's annual budget, which is to be submitted to the City for review and approval no later than May 31, for the next operating year. At a minimum, the annual budget is to provide budgeted amounts in the following categories:
 - (i) Oversight
 - (ii) Security
 - (iii) Facility Management
 - (iv) Custodial
 - (v) Event Management and Administration
 - (vi) Contracted Services
 - (vii) Office Supplies
 - (viii) Building Supplies
 - (ix) Utilities
 - (x) Parking; and
 - (xi) Marketing.

REAL may add additional categories or make recommendations for changes to the categories provided the budget categories provide sufficient detail – labour hours, annual labour rate – to provide the City reasonable assurance the annual budget is reflective of the annual operating and maintenance costs for the Stadium.

- (b) The City and REAL agree to a review of the Base Building Fee thirty (30) days after each quarter end. The intent of the review is compare budget to actual amounts for the quarter, year to date budget to actual, variance of budget to actual for the quarter, year to date variance budget to actual and the annual forecasted values. The intent of the review is to determine if an adjustment is required to the previously established monthly Base Building Fee based on actual accounting records. Base Building Fee statement is to highlight any Additional Fees incurred and paid by the City that may need to be considered for future budgeting and estimating of the Base Building Fee and to ensure the City is not reimbursing for said expenses twice.

- (c) REAL shall document all building maintenance, third party work, and one-off, special assignment work and activities related to the Services on the computerized maintenance management system and provide the City with access to such supporting documentation as may be required to confirm the Services provided and Fees and Expenses due and payable. REAL acknowledges and agrees that the failure to provide such documentation may result in delays in processing and paying invoices. Regular, reoccurring daily or weekly workforce tasks will not be documented in the computerized maintenance management system.

11.4 Invoicing and Payment

The City shall pay the Base and Event Fees and any applicable Additional Fees and applicable sales and use taxes (including GST and PST) to REAL monthly during the Term, as follows:

- (a) Base Building Fees - the City shall make the applicable payment to REAL, which shall be due and payable upon the commencement of the month such Base Building Services, Maintenance Services, and Leased Premises Services are provided.
- (b) SRFC Game Fees, SRFC Event and Playoff Game Fees, SaskSport Event Fees and SaskSport Special Event Fees – City shall make the applicable payment to REAL, which shall be due and payable upon receipt and acceptance by the City of the relevant invoices detailing each SRFC Game, SRFC Event and Playoff Game, Sasksport Event and SaskSport Event held at the Stadium during the previous monthly period.
- (c) Additional Fees – City shall make the applicable payment to REAL, which shall be due and payable upon receipt and acceptance by the City of the relevant invoices detailing any properly approved Additional Fees for expenses incurred by REAL during the previous monthly period. Additional Fees should be added to the budget in the following year if applicable or highlighted as a one-time expense for the current operating year.

In the event any payment on account of the Fees and applicable taxes is not made to REAL within thirty (30) days from the date that such payment is due, interest shall accrue and be payable on the amount of such payment by the City to REAL, at the rate of 5% per annum, calculated monthly, not in advance, from and after the due date for payment to the date of actual payment.

11.5 Taxes

REAL represents and warrants that it:

- (a) is a registrant for the purposes of the Goods and Services Tax (Canada) (GST) with the following registration number [REDACTED]; and
- (b) will remit the GST and the PST payable in relation to the Fees in accordance with Applicable Laws.

11.6 Set-off

Notwithstanding any other provision in this Agreement, and subject to the terms and conditions of any assignment required by any financing entity, the City and REAL shall each have the right to set-off and retain out of any monies due to each other such sum or sums as the City or REAL may deem necessary to satisfy any outstanding obligations or Base and Event Fees payable.

ARTICLE 12 –TERMINATION

12.1 Termination and Suspension by the City

The City may, without prejudice to any other right or remedy it may have, terminate or suspend this Agreement by written notice to REAL if:

- (a) REAL becomes bankrupt or insolvent or is so adjudged;
- (b) REAL makes a general assignment for the benefit of creditors;
- (c) REAL's goods and chattels are liable to seizure by any secured party or lien holder, provided REAL is not contesting such seizure;
- (d) REAL becomes the subject of any Act respecting liquidation or winding-up; or
- (e) REAL is in material default of its obligations under the Agreement, fails to commence to remedy such default within thirty (30) days after the receipt of a notice of default and fails to diligently complete such remedy thereafter, or such longer period if such default is not capable of being cured within sixty (60) days.

12.2 Cessation of Services and Payments in Event of Termination by City

If the City terminates the Agreement pursuant to section 12.1 herein:

- (a) the termination becomes effective upon written notice of termination being given to REAL;
- (b) upon receipt of written notice of termination, REAL shall perform no further Services other than those reasonably necessary to close out its Services;
- (c) REAL is to notify the City of any unsafe conditions that may impact the life safety and protection of the Stadium; and
- (d) the City shall pay for the cost of the Services performed and for all disbursements incurred by REAL pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

12.3 Termination by REAL

REAL may, without prejudice to any other right or remedy it may have, terminate the Agreement by written notice to the City if:

- (a) the City is in default of its obligations under the Agreement, and fails to commence to remedy such default within thirty (30) days after the receipt of a notice of default and fails to diligently complete such remedy within sixty (60) days; or
- (b) the Services are suspended by the City at any time for more than thirty (30) days through no fault of REAL.

12.4 Cessation of Services and Payments in Event of Termination by REAL

If REAL terminates the Agreement pursuant to section 12.3 herein:

- (a) the termination becomes effective upon written notice of termination being given to the City;
- (b) upon provision of written notice of termination, REAL shall perform no further Services other than those reasonably necessary to close out its Services;
- (c) REAL is to notify the City of any unsafe conditions that may impact the life safety and protection of the Stadium; and

the City shall pay for the cost of the Services performed and for all disbursements incurred by REAL pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

12.5 Termination for Convenience

Either party may, without prejudice to any other right or remedy it may have, terminate this Agreement for any reason at any time upon the mutual written consent of the parties or upon the date for termination set for in a written notice given by one party to the other of not less than (9) months prior to such date.

ARTICLE 13 – REPORTING, RECORD KEEPING AND INSPECTION

13.1 Reporting Requirements

The City and REAL acknowledge and agree that regular reporting and plans are required to be provided by REAL to the City pursuant to this Agreement. Without restricting the generality of any of the requirements of such reports and plans as they may be set out elsewhere in this Agreement, REAL agrees to provide reports to the City in accordance with the required information and deadlines established in Schedule “H” and, in the event of termination or expiry

of this Agreement, REAL shall provide a final reporting within 3 months of the date of termination with such obligation surviving termination of this Agreement.

13.2 Inspection

- (a) Every 6 months during the Term, or at such other reasonable frequency as the City may direct from time to time, REAL and the City shall conduct a joint inspection of the Stadium performing a walk-around of the entire facility.
- (b) As provided in section 10.3 of this Agreement, the City reserves the right at any time to enter all portions of the Premises or the Stadium to inspect same, to observe or assess the performance of REAL of its obligations under this Agreement.
- (c) The City will document any inspection process undertaken pursuant to this Article 13 and provide a copy of the report to REAL within ten (10) calendar days, including any action items and resolution dates.

13.3 Record Keeping

REAL shall at all times provide the City with reasonable access to download and retain all information and data that may be created, maintained and stored by REAL in relation to this Agreement, the Stadium and the Premises. REAL shall maintain all data for a period of one hundred and eighty (180) days after the end of the Term to facilitate the City's retention and storage of all data and provide the City with all reasonable assistance in accessing and transmitting any data that may be reasonably required from time to time.

ARTICLE 14— WORKERS' COMPENSATION AND HEALTH AND SAFETY

14.1 Compliance with Workers' Compensation Legislation

REAL shall:

- (a) all times comply with *The Workers' Compensation Act, 2013* (Saskatchewan);
- (b) provide the City with a copy of its certificate from the Workers' Compensation Board showing that it is registered and is in good standing with the Board or that REAL is excluded from the provisions of *The Workers' Compensation Act, 2013* (Saskatchewan); and
- (c) indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the provision of the Services or the provision of the Services by a subcontractor.

14.2 Compliance with Health and Safety Regulations

REAL shall:

- (a) at all times, ensure compliance with all federal, provincial and municipal occupational health and safety regulations, including without limitation *The Saskatchewan Employment Act* (the “SEA”) and any regulations made thereunder. REAL assumes responsibility as prime contractor as defined in the SEA and accepts the responsibility for the health and safety of its employees and contractors by providing appropriate protective equipment as may be required and by taking all reasonable precautions for the protection of its employees and contractors;
- (b) take all reasonable precautions necessary to:
 - (i) the safety of the general public, particularly children who may play in the area the Services are being provided;
 - (ii) prevent damage to property or injury; and
 - (iii) establish, maintain and enforce safety procedures for the protection of all employees and other Persons involved with the provision of the Services; and
- (c) upon request by the City, provide a report of health and safety activities undertaken or incidents occurring as a result of the Services or this Agreement, which report shall include medical aids, lost time accidents, records of incidences and accidents, minutes of safety meetings, records of instruction and training, and equipment inspections.

ARTICLE 15– RELATIONSHIP OF PARTIES

15.1 No Agency, Joint Venture, Partnership, Lease or Loan

This Agreement is not intended to and does not:

- (a) constitute either party as the agent of the other for any purpose, or otherwise create any relationship of agency;
- (b) constitute or create any joint venture;
- (c) constitute or create any partnership;
- (d) constitute the relationship of landlord and tenant; or
- (e) constitute the relationship of lender and borrower;

and neither party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of agency, joint venture, partnership, landlord and tenant, or lender and borrower.

ARTICLE 16– INDEMNITY AND LIABILITY

16.1 Indemnification of REAL

The City shall defend, indemnify and hold REAL, its associated, affiliated or subsidiary companies, and their respective officers, directors, employees, agents, engineers and contractors (collectively, the "**REAL Indemnified Parties**") free and harmless from and against any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual legal fees on a solicitor and client basis and disbursements and court costs arising from or related to the City's breach of any of the Applicable Laws or arising from or related to the City's wrongful or negligent (including, grossly negligent) acts, errors or omissions in performance of the obligations under this Agreement.

16.2 Indemnification of the City

- (a) REAL shall defend, indemnify and hold the City, its associated, affiliated or subsidiary companies, and their respective officers, directors, employees, agents, engineers and contractors (collectively, the "**City Indemnified Parties**") free and harmless from and against any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual legal fees on a solicitor and client basis and disbursements and court costs arising from or related to REAL's breach of any of the Applicable Laws or arising from or related to the REAL's negligence or willful default in the performance of the obligations under this Agreement.
- (b) REAL assumes full responsibility for any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual legal fees on a solicitor and client basis and disbursements and court costs arising from or related to the destruction of or damage to Equipment, machinery, tools, supplies and materials owned or leased by REAL or its subcontractors that are used or are intended to be used by REAL or its subcontractors in the performance of this Agreement.

16.3 Limits of Liability

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether in contract, tort, strict liability, indemnity, contribution or any other cause of action for or in relation to:

- (a) business interruption, loss of actual or anticipated revenue, income or profits or any other form of economic loss;
- (b) exemplary or punitive damages; or
- (c) any other loss, liability or damage that can be considered consequential.

16.4 Acts or Omissions of City

REAL shall neither be in breach of its obligations under this Agreement nor be liable for any claims, losses or damages suffered by the City, to the extent arising as a result of:

- (a) REAL's acts or omissions in compliance with a directive of the City; or
- (b) Any act or omission of a contractor or subcontractor of the City; or
- (c) a breach by the City of its obligations under this Agreement.

ARTICLE 17 – INSURANCE

17.1 REAL Insurance Requirements

- (a) REAL will obtain and keep in force the following insurance coverage during the Term of this Agreement, and shall provide to the City from time to time at the City's request, a certificate of insurance as evidence that such insurance is in place and that REAL's insurer has been notified that the City is an interested party:
 - (i) Comprehensive commercial general liability insurance with a limit of liability of \$ [REDACTED] combined single limit, for bodily injury and property damage, for each claim or series of claims arising from the same originating cause and such policy shall include:
 - (A) the City of Regina shall be named as an Additional Insured Party;
 - (B) a waiver of rights of subrogation of the Insurer in favour of the City as an additional insured party;
 - (C) Cross Liability coverage;
 - (D) Contractual liability coverage;
 - (E) host liquor liability coverage in respect of the Stadium and Premises; and
 - (F) Contingent Employers liability coverage;
 - (ii) Comprehensive automobile liability insurance covering all vehicles, hired, owned and non-owned, with a limit of liability of \$ [REDACTED] combined single limit per occurrence for bodily injury and property damage; and
 - (iii) Statutory worker's compensation insurance for all personnel covering all claims filed under the applicable worker's compensation law.

- (b) Insurance obtained and provided under this Agreement shall include provision for the City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by REAL of said insurance policies.
- (c) REAL covenants and agrees that the City's insurance requirements mentioned above will not be construed to and shall in no manner limit or restricts the liability of REAL.
- (d) REAL is solely responsible for full payment of any premium amounts and any deductible amounts which may be due in the event of any and all claims under policies required by this Agreement and REAL shall provide the City with proof of the insurance required pursuant to this Agreement annually in a form satisfactory to the City's Risk Manager.
- (e) REAL shall, within seven (7) days of becoming aware of an incident, notify the City of any incident that may result in a claim against either REAL or the City, including, but not limited to such losses as, property damage to City assets, third party property damage, injury or death of any REAL member, employee, instructor or volunteer and any third party bodily injury.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 Initial Dispute Resolution

In the event of a dispute in relation to this Agreement, representatives from each party (each, a “**Party Representative**” and, collectively, the “**Party Representatives**”) shall promptly and diligently make all reasonable bona fide efforts to resolve the dispute. Each Party Representative shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other Party Representative to facilitate the resolution of the dispute.

18.2 Amicable Dispute Resolution by Senior Executives

If a dispute is not resolved by the Party Representatives within 10 Days, the dispute will then be referred to the City Manager and REAL's President and CEO for final resolution. Once a dispute is referred to them, the City Manager and REAL's President and CEO shall promptly and diligently make all reasonable bona fide efforts to resolve the dispute. Each party shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.

18.3 Final Dispute Resolution.

If a dispute is not resolved by the Senior Executives in accordance with section 18.2 of this Agreement within 10 Business Days, the dispute will then be resolved as follows:

(a) Mandatory mediation

- (i) In respect of any disputes that remain unresolved following the efforts in sections 18.1 and 18.2 of this Agreement, and before pursuing any additional steps as may be available as set forth below, the parties must first engage in mandatory mediation before a third party mediator agreed to by the parties;
- (ii) A representative of the City and a representative of REAL with authority to resolve the applicable dispute shall participate in such mediation and the mediator will have thirty (30) days from the date of her or his appointment to help resolve the dispute;
- (iii) The parties will share the cost of the mediator equally. The cost of each party's legal and other representation at the mediation shall be each party's individual responsibility.
- (iv) The mediator shall work with the representatives and each party shall promptly respond to any written requests from the mediator for information and/or documentation with respect to the dispute, and shall copy the other party with all such responses; and
- (v) The mediator shall provide the parties with a written recommendation respecting the dispute. The recommendation of the mediator is not binding but shall be used by the parties for the purpose of attempting to resolve the dispute.

(b) Expert Determination

- (i) In respect of any dispute that remains unresolved following the efforts pursuant to escalation or mandatory mediation as set out above, before proceeding to arbitration as prescribed below, the parties may obtain a recommendation on the dispute from an expert who is impartial as between the parties, independent, qualified and experienced with respect to the matters in dispute (an "**Expert**"). The Expert's review will not be required as a prerequisite to arbitration.
- (ii) If the parties agree on the Expert, the parties shall jointly appoint the Expert as soon as possible and, in any event, within 5 business days after agreeing that the dispute be resolved by an Expert. If the parties fail to agree or jointly appoint the Expert within such 5 business day period, either party may apply to the Court of Queen's Bench of Saskatchewan to appoint the Expert, in which case the Court shall appoint the Expert at the earliest opportunity from the list of potential Experts submitted by the parties or, if either or both parties fail to submit their list of potential Experts within 7 business days, the Court may appoint such person as the Expert who meets the requirements for qualifications and experience of the Expert.

- (iii) The Expert will be appointed on a dispute by dispute basis, with each Expert having the qualifications and experience relevant to the issues in the particular dispute for which the Expert is appointed.
- (iv) The Expert will participate in the dispute as follows:
 - (A) the Expert will conduct a review of the dispute in the manner the Expert decides is most suitable, including inspections and discussions with any persons;
 - (B) the parties will comply with all reasonable requests from the Expert for additional information and documents which the Expert considers necessary for the review, provided that any information given to the Expert by a party will be given to the other party and all information disclosed shall be deemed Confidential Information;
 - (C) the Expert may, with the written approval of the parties, retain others to assist with the review;
 - (D) the Expert will deliver to the parties a brief written recommendation on the dispute within 10 business days of referral to the Expert or such longer period as agreed to in writing by both parties;
 - (E) a recommendation of an Expert is not binding on the parties, and an Expert's review will be sought only for the purpose of assisting the parties to reach agreement with respect to the dispute;
 - (F) an Expert who has rendered a recommendation on a dispute may not be retained by either party and may not be called by either party to give evidence with respect to the dispute in any subsequent arbitration to resolve the dispute, nor will either party refer to or enter into evidence the recommendation of the Expert in such proceeding, unless required by applicable law; and
 - (G) the parties will agree to release and indemnify the Expert in respect of certain claims provided the Expert has acted in good faith and in accordance with the agreement among the parties.
- (v) Each party shall bear its own costs of the process for resolution of the dispute by the Expert. In addition, the costs of the Expert shall be borne equally by the parties.

(c) Arbitration

- (i) If mandatory mediation or expert determination does not resolve a dispute, either party may submit a dispute to binding arbitration by providing written notice to the other party (the "**Notice of Arbitration**") specifying the matter(s) to be arbitrated and requesting arbitration thereof;

- (ii) If the parties are unable to agree upon a single arbitrator within five (5) days after the delivery of a Notice of Arbitration, the party that delivered the Notice of Arbitration shall be entitled to apply, upon notice to the other, to a judge of the Court of Queen's Bench for the Province of Saskatchewan who shall have jurisdiction to nominate such arbitrator and the provisions of *The Arbitration Act, 1992* (Saskatchewan) shall govern such nomination;
- (iii) The arbitrator shall have all the powers given by *The Arbitration Act, 1992* (Saskatchewan) and, unless different procedures and process are otherwise agreed to in writing by the parties upon the appointment of the arbitrator, shall conduct the arbitration of a dispute in accordance with *The Queen's Bench Rules* (Saskatchewan), as amended from time to time, and this Article 15 The arbitrator may at any time proceed in such manner as she or he sees fit on such notice as she or he deems reasonable in the absence of either party if such party fails to attend;
- (iv) The arbitrator will have the authority to hear and decide motions as necessary;
- (v) The arbitrator shall have the authority to issue directives that are injunctive in nature and the parties agree to abide by such injunctive directives and further agree that the arbitrator or a party has the right and ability to seek support for such directives from the Saskatchewan Court of Queen's Bench, and each party agrees that injunctive relief is reasonable as damages may not be an adequate remedy for a party and that each party is entitled under the Agreement to injunctive or other equitable relief without having to post a bond or security for such relief;
- (vi) The arbitrator will issue a written award setting forth the basis for her or his award;
- (vii) The parties will share the cost of the arbitrator equally. The cost of each party's legal and other representation at the arbitration shall be each party's responsibility individually. The costs of any proceeding before the Court as contemplated herein shall be determined by the Court; and
- (viii) The parties agree that the arbitrator's award shall be final, conclusive and binding upon the parties hereto and that they shall not appeal any such award, provided that nothing herein prevents a party from seeking the assistance of the Court as contemplated above.

ARTICLE 19 – CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

19.1 Protection of Confidential Information

- (a) The parties will keep strictly confidential all Confidential Information and ensure that its individual partners, employees, contractors, and agents only have access to the Confidential Information or other information as is strictly necessary for the performance of their particular role in performing the party's covenants under this Agreement.

- (b) This Article 19 shall not apply to any information that a party is obligated to produce as a result of a court order or other legal requirement, provided that the party provides the other party with prior notice thereof and a reasonable opportunity to seek a protective order or other appropriate remedy.

19.2 Limitation

- (a) REAL acknowledges and agrees that the City is subject to *The Cities Act* (Saskatchewan) and *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and that the City's obligations under subsection 19.1 of this Agreement are limited by its public disclosure obligations under such legislation.
- (b) Notwithstanding clause (a), the City agrees that this Agreement contains Confidential Information that is third party information, the disclosure of which could reasonably be expected to prejudice the competitive position of REAL and, as such, the City agrees to give REAL prompt notice of any access request received by the City in relation to the Agreement and to provide REAL a reasonable opportunity to provide consent to disclosure or to take necessary steps to protect its Confidential Information.

19.3 Intellectual Property - Ownership and Use of Documents

- (a) Subject to subsection 19.3(b), all work product prepared by REAL pursuant to this Agreement are works for hire and are the City's sole property. REAL shall not permit the use or application of any work product for any purpose unrelated to this Agreement unless the City grants prior written consent. REAL may retain, in a secure location, one copy of the work product, solely for its records.
- (b) All Intellectual Property developed by REAL in the provision of the Services that are capable of being patented or trademarked shall be the property of REAL. REAL agrees that it shall grant the City a permanent, non-exclusive, royalty-free licence to use any Intellectual Property that is patented or trademarks in accordance with this subsection 19.3(b).
- (c) REAL shall do all things reasonably necessary to ensure the City's license to use Intellectual Property as described in subsection 19.3(b) is forever free and clear of claims or limitations of any kind, and is fully secured and indisputable, including (without limitation) the obtainment of any waiver, assignment, or transfer.
- (d) REAL represents and warrants that the Services, any result of the Services, and all Intellectual Property licensed to the City under this Agreement, other than as provided by the City, does not, and will never constitute or result in any infringement or violation of any third party Intellectual Property right or related laws and shall indemnify and save harmless the City from all claims, demands, actions, costs, expenses, judgments, losses or damages that may arise out of or result from the assertion by any person that any of the Services, their performance, their use or the use of the product or the Services designed as part of the Services, constitutes an infringement or violation of any industrial or

intellectual property right protected by law including (without limitation) any patent, trademark, copyright or industrial design protection or any Applicable Laws.

ARTICLE 20 - NOTICE

20.1 Notice

Any notice, document or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered personally, by hand, by prepaid courier, by regular mail, or delivered by facsimile transmission to each of the parties at the address and/or facsimile transmission number for such party set out below, or to such other address in Canada as any party may in writing advise the other. Delivery by hand shall occur upon actual delivery, delivery by courier shall be deemed to occur on the date of delivery, delivery by regular mail shall be deemed to occur three (3) days after posting, and delivery by facsimile transmission shall be deemed to occur upon transmission.

The City of Regina
Queen Elizabeth II Court
2476 Victoria Avenue
P.O. Box 1790
Regina, Saskatchewan
Canada S4P 3C8
Attention: City Manager

The Regina Exhibition Association Limited
P.O. Box 167
Regina, SK S4P 2Z6
Attention: President and CEO

ARTICLE 21 – GENERAL

21.1 Entire Agreement

This Agreement is the entire agreement between the City and REAL regarding the subject matter of this Agreement, and supersedes any previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments regarding the subject matter of this Agreement except as expressed in this Agreement.

21.2 Time of Essence

Time shall be of the essence of this Agreement.

21.3 Publicity and Communications

Neither party shall make any public statements or release any information to the public through any means or medium in relation to the Agreement without first obtaining other party's prior written approval, such approval not to be unreasonably withheld or delayed.

21.4 Restriction on Assignment

This Agreement shall enure to the benefit of the parties hereto and their respective successors, administrators and (permitted) assigns. Neither party may assign this Agreement without the prior written consent of the other, such consent to not be unreasonably withheld or delayed, provided however that this Agreement may be assigned by REAL to any of its affiliates, associates, subsidiaries, partners and related entities.

21.5 Further Assurances

The parties hereto shall and will at all times, and from time to time hereafter, and upon every reasonable written request so to do, make, do, execute, deliver, or cause to be made, done, executed, and delivered all such further acts, deeds, assurances, and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Agreement.

21.6 Force Majeure

If either party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that:

- (a) the non-performing party gives the other party written notice not later than forty-eight (48) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of this disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; and
- (c) the non-performing party uses commercially reasonable efforts to remedy its inability to perform.

Notwithstanding any of the foregoing, the settlement of strikes, lockouts, and other labour disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle any strike, lockout or other labour dispute on terms which it deems inadvisable.

21.7 Survival

All representations, warranties and indemnities set out in this Agreement shall survive the termination or expiration of this Agreement.

21.8 Counterparts

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

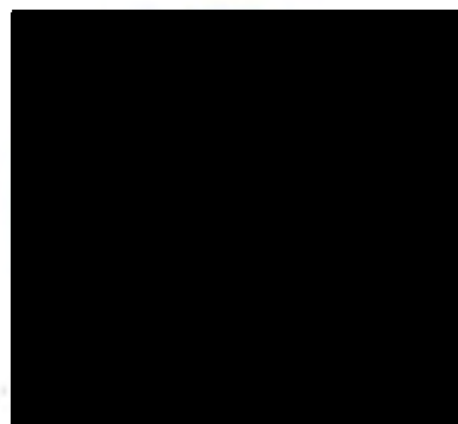
21.9 Effective Date of Agreement

Notwithstanding the execution date of this Agreement, it is the intention of the each of the parties to have this Agreement be effective on January 1 ,2018, being the commencement date of the Term.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY OF REGINA

Per: _____
Name: Jim Nicol
Title: City Clerk



THE REGINA EXHIBITION ASSOCIATION LIMITED

Per: _____
Name: TIM DELL
Title: PRESIDENT & CEO

