Meeting No. 13 (continued) **Council Chamber**
Winnipeg, July 23, 1997

THIS PORTION CONTAINS THE ATTACHMENTS

FOR MEETING NO. 13

932 - Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997

DATED: * 1997.

BETWEEN:

THE CITY OF WINNIPEG,

- and -

RIVERSIDE PARK MANAGEMENT INC.,

LEASE

Appendix “A” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

MEMORANDUM OF LEASE
ARTICLE I

WHEREAS it is the intention of the parties hereto to enable the construction of a Multi-Purpose Sports and Recreational Centre including a Youth Activity Centre, to be known as "Riverside Park" (hereinafter referred to as the *"Project*") with the co-operation of:

(a) the Tenant hereinafter referred to, which has agreed to exercise its best efforts to acquire and convey to the Landlord hereinafter referred to free and clear of all caveats, encumbrances, mortgages, liens, easements and charges for the sum of One Dollar ($1.00) the lands referred to in Schedule "A" hereto (hereinafter referred to as the "*Site Plan*") as that portion of the F.R.C. Property that lies within the limits of Parcel 2 as shown on the Site Plan; (hereinafter referred to as the "*Private Property*"), and obtain from the C.N.R. an interest in that portion of the lands referred to as the C.N.R. Property lying within the limits of Parcels 1 and 2 as shown on the Site Plan (hereinafter referred to as the "*C.N.R. Acquired Lands*"), which interest shall be granted to the Landlord for a period ending upon the date that the Landlord informs the C.N.R., in writing, that it no longer requires same, that the agreement or other document granting such interest is in form and content acceptable to the Landlord through its Board of Commissioners and that such interest shall permit the C.N.R. Acquired Land to be combined with the Private Property and those portions of the City land referred to in Section 1(b) hereof to constitute the Land and to be leased to the Tenant pursuant to the terms of this Lease;

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(b) the Landlord hereinafter referred to, which has agreed to lease those portions of the City Property lying within the limits of Parcels 1 and 2 referred to in the Site Plan, the Private Property and the C.N.R. Easement Lands, but excepting from the City Lands such portion thereof lying at the south east corner of Parcel 2 as the City shall determine is required for public purposes, but not exceeding such portion of said Parcel 2 as shall be required for the construction of the Project, to the Tenant on the terms and conditions hereinafter set forth and to contribute all costs and fees payable to the Landlord associated with permits and other applications related to the development of the Project;

(c) the Landlord which has agreed to contribute a one time all inclusive payment of up to One Million Dollars ($1,000,000.00) to the Tenant to aid in the construction of the Project, provided that such payment is matched by the payments in the same amount made by each of the Government of Manitoba and the Government of Canada on conditions satisfactory to the Landlord and provided further that the payment by the Landlord shall not be made until the payments from the Government of Manitoba and the Government of Canada have been made in a manner satisfactory to the Landlord;

(d) the Pan American Games Society (Winnipeg 1999) Inc. which has agreed to contribute the sum of Eight Hundred Thousand Dollars ($800,000.00) to the Tenant to aid in the construction of the Project on the conditions satisfactory to the Landlord;

for the purpose of providing the citizens of the Province of Manitoba with a facility for sports, recreational, artistic and cultural purposes, both professional and amateur subject

to the terms hereinafter set forth in this Lease and in agreements made with respect to any of the matters set forth in this Lease and which the City shall approve.

1.01 DEMISE

THE CITY OF WINNIPEG,

(herein referred to as the "*Landlord*"),

being registered as owner, subject however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, in Schedule 1.01 hereto of that land described as follows:

> the lands referred to in subsection (b) or Article I hereof, which lands shall be legally described as required by the Winnipeg Land Titles Office and which legal descriptions shall be set forth in Schedule "B" which shall be attached to this Lease when determined and shall replace the description of the lands set forth in this paragraph, it being understood that if the Winnipeg Land Titles Office requires a plan of subdivision for the purposes of this Lease and the Tenant requires the issuance of a leasehold title, all costs incurred in connection therewith shall be borne by the Tenant;

(herein called the *"Land*"); does hereby lease to

> RIVERSIDE PARK MANAGEMENT INC., a corporation incorporated under the laws of Manitoba,
>
> (hereinafter referred to as the *"Tenant*"),

the Land to be held by the Tenant for and during the Term of twenty-five (25) years to be computed from the Commencement Date and for the rent and subject to the covenants, powers, terms and conditions herein set out.

NOTWITHSTANDING anything to the contrary in this Lease set forth, the parties hereto acknowledge that the Landlord has not yet become the owner of the Private Property or obtained an interest the C.N.R. Acquired Lands referred to subsection (b) of Article 1 hereof, and

dealt with as provided in Section 5.01 hereof and as at the date of this Lease, the term the "*Land*", as used herein, shall not include the Private Property or the C.N.R. Acquired Lands. However, under and pursuant to the provisions of Section 5.01 hereof, as soon as reasonably possible after execution of this Lease by the parties hereto, the Tenant shall exercise its best efforts to acquire and convey the Private Property to the Landlord and obtain the interest in the name of the Landlord as herein set forth covering the C.N.R. Acquired Lands, and forthwith upon the Landlord becoming the owner of the Private Property and obtaining the interest in the C.N.R. Acquired Lands, the Private Property and the C.N.R. Acquired Lands shall become part of and be included in the term the *"Lands"*.

ARTICLE II

2.01 DEFINITIONS

IN THIS Lease unless there is something in the context inconsistent therewith, the terms defined in this Section 2.01 shall have, for all purposes of this Lease and of all indentures, leases or other instruments supplemental hereto or confirmatory or amendatory hereof, now or hereafter entered into, the meanings herein specified:

(a) *"Commencement Date*" means the first day of the month following the date upon which the last of the following matters have been completed:

(i) the Private Lands have been acquired from the owners thereof and conveyed to the Landlord and the Landlord has become the grantee of an easement covering the C.N.R. Acquired Lands in the manner set forth in subsection (b) of Article I hereof;

Appendix “A” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(ii) the Landlord has indicated in writing that the conditions attaching to the payment of the monies to in subsection (c) of Article I hereof are satisfactory to the City;

(iii) the Landlord has indicated in writing that the conditions attaching to the payment of the monies referred to in subsection (d) of Article I hereof are satisfactory to the City;

(iv) the Landlord has indicated in writing that the amateur access agreement referred to in Article XXVIII hereof among the parties thereto is satisfactory to the City;

(v) the Project Agreement referred to in this Lease and annexed hereto or marked as Schedule "C" hereto has been executed by the parties hereto;

(vi) City of Winnipeg Council has passed the necessary By-Laws to open, close and relocate portions of Pioneer Avenue and close such other streets for the purpose of the Project as shown on the Site Plan;

(vii) the Tenant has obtained in the name of the Landlord and registered, if required by the Landlord to do so, all easement and access rights, if any, required for ingress to and egress from theProject;

(viii) (1) the Tenant has obtained and delivered to the Landlord an unconditional letter of credit in favour of the Landlord from a bank referred to in Schedule 1 of *The Bank Act (Canada)* in an amount which in the sole opinion of the Landlord shall be sufficient for the Tenant to construct and complete the Project pursuant to the Project

Agreement including a contingency amount to guard against any cost overruns (after deducting therefrom the monies payable to the Tenant under the provisions of subsections (c) and (d) of Article I hereof) and for the Tenant to pay for environmental remediation costs, if any, and any other costs to be incurred by the Tenant pursuant to Article VII hereof, with respect to the Lands, which letter of credit shall be satisfactory in form and content to the Landlord and will require the Bank to pay the said amount to the Landlord without direction from or request to the Tenant upon receipt from the Landlord of a letter stating that the Tenant has defaulted in its obligations under the Project Agreement and/or the obligations of the Tenant under the Lease relating to the Project Agreement and/or the obligations of the Tenant under Article VII hereof and shall further assign to the Landlord all of its rights to receive all monies outstanding pursuant to the provisions of subsections (c) and (d) of Article I hereof in the event of such default and the parties required to pay such monies are hereby directed to pay all monies not yet received by the Tenant to the Landlord upon written advice from the Landlord that the Tenant has defaulted in its obligations as above set forth, without the said parties having to obtain permission from the Tenant to pay such monies to the Landlord:

(2) In order to aid the Landlord in setting the amount of the letter of credit, the Tenant agrees to provide the Landlord, upon request, with a statement of all costs which have been agreed to and fixed for the Tenant's obligations in respect of constructing the Project and obtaining the Private Land and the C.N.R. Acquired Lands and of the estimates which the Tenant has received with respect to the costs which have not yet been agreed to or fixed, provided that it is understood that the Landlord shall not be bound in any way by such statement in setting the said amount and may proceed using its own methods;

(ix) The Tenant has complied with its obligations pursuant to subsections 7.01 and 7.02 of Article VII hereof and has been permitted by the regulatory bodies referred to in said Article VII to contruct the Project subject to such requirements, if any, imposed by such bodies.

(b) *"C.N.R."* means Canadian National Railway Company;

(c) *"Final Project Plan"* means the approval procedures, design plan, which shall include the approval of the Landlord as to the orientation and location of the Project on the Land, drawings and specifications for the Project to be prepared by the Tenant and approved by the City and to be attached as Schedule "A" of the Project Agreement and all additions and amendments made thereto, from time to time in accordance with the provisions set out in the said Schedule and the Project Agreement;

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(d) *"Improvements"* means the buildings, structures and improvements to be designed and constructed on the Land with the baseball stadium in the Project having a seating capacity of approximately 7,500;

(e) *"Lease"* means this Memorandum of Lease;

(f) *"Impositions"* **means all taxes, assessments, local improvement rates, and levies, water and sewer rates, rates and charges, business taxes, licence and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time during the Term may be assessed, levied, confirmed, imposed upon or grow, or become due or payable, out of or in respect of the Land and the Project or any part thereof or any appurtenances thereto;**

(g) ***"Insurers Advisory Organization"*** **means the corporation incorporated on April 1, 1937 as The Canadian Underwriter's Association, pursuant to Part II of the *Companies Act* (Canada) which by Supplementary Letters Patent dated July 19, 1974 changed its name to Insurers Advisory Organization and any successors thereto;**

(h) ***"Municipal Services"*** **means the water, sewer, land drainage, opening and closing and relocation of roads, riverbank stabilization, hydro services, transportation and transit requirements of the Landlord and any other services to be installed, replaced, removed or otherwise dealt with as may be reasonably required by the Landlord in or for the benefit of the Land or the Project;**

Appendix “A” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(i) ***"Project Agreement"*** **means the agreement covering the construction of the Project in accordance with the Final Project Plan to be entered into by the parties hereto, which agreement is annexed hereto as Schedule "C";**

(j) ***"Project"*** **means the Improvements, including, without limitation, all improvements, fixtures, plant and equipment of every kind and description now or hereafter affixed or attached to or situate within the Project or situate outside the Land and servicing the Project and landscaping and parking areas or structures to be developed and built on the Land and such other improvements as may be agreed upon from time to time by the Landlord and Tenant;**

(k) ***"Replacement Cost"*** **means the cost of repairing, replacing or reinstating any items of property with materials of like kind and quantity on the same or a similar site, without deduction for physical, accounting or other depreciation, as agreed by the Landlord and Tenant, or failing agreement, as determined by an independent quantity surveyor as agreed upon between the Tenant and the Landlord;**

(l) ***"Substantial Completion"*** **means substantial completion of construction of the Project, determined under the provisions of *The Builders' Liens Act* of Manitoba, in accordance with the Project Agreement;**

(m) ***"Subtenant"*** **means any person, firm or corporation to whom the Tenant has granted any rights pursuant to the provisions of this Lease with respect to any part of the Project whether by way of lease, sublease, grant of licence, grant of concession, or otherwise;**

(n) ***"Term"*** **means the term as provided for in this Lease;**

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(o) *"Unavoidable Delay"* means any cause beyond the control of a party which prevents the performance by such party of any obligations hereunder and not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by such party (excluding financial inability), but including, without limiting the generality of the foregoing, strikes or other labour or industrial disturbances, act of the public enemy, war, riot, sabotage, blockade, embargo, shortage of materials and supplies, shortage of labour, lightning, earthquake, fire, storm, hurricane, flood, washout, explosion, act of God, and delays caused by any party hereto (other than the party relying upon such Unavoidable Delay), or by breach of contract by persons with whom a party hereto has contracted.

2.02 INTERPRETATION

All of the provisions of this Lease shall be deemed and construed to be covenants as though the words importing such covenants were used in each separate provision hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said illegal or unenforceable provision or provisions had never been included.

2.03 TITLES

The titles of Articles appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision hereof.

2.04 GENDER

Where the context permits or requires, the singular shall include the plural and the neuter gender shall include the masculine or feminine genders.

2.05 TIME OF ESSENCE

Time shall be of the essence of this Lease.

ARTICLE III

POSSESSION

3.01 DELIVERY 0F LAND

The Landlord shall deliver possession of the Land to the Tenant on the Commencement Date and title to or an interest in portions of the Land as hereinbefore set forth, as the case may be, shall be in the Landlord's name, provided that the Tenant shall not have the right to have issued to it a foundation or building permit with respect to the Project until the Commencement Date. Provided that if the Commencement Date does not commence by the time required by the Pan American Games Society (Wpg. 1999) Inc. (*"Pan Am"*) for the Tenant to commence construction of the Project, provided that notice of such time requirement shall be given to the Tenant at least sixty (60) days prior, to the said time, or such later date as may be approved in writing by the Landlord in its sole and absolute discretion, this Lease shall terminate and end and the parties hereto shall be released from all rights and obligations hereunder and under any agreements referred to herein as may have been entered into by them, and neither party hereto to such agreements shall have any rights against the other party or parties thereto.

3.02 TITLE TO DEVELOPMENT

Title to the leasehold estate in the Land and ownership of the Project, and all alterations, additions, changes, substitutions or improvements thereto shall at all times during the Term hereby granted be vested in the Tenant, notwithstanding any rule of law as to immediate vesting of the title to and ownership of the structures on the Land in the City of Winnipeg as owner of the freehold.

ARTICLE IV
TENANT'S COVENANT TO CONSTRUCT

4.01

Simultaneously with the execution of this Lease, the parties hereto will enter into the Project Agreement and the Tenant shall develop and construct the Project in accordance with the Project Agreement, and, subject to its rights and obligations under the Project Agreement, the Landlord will permit, cooperate with and do nothing to impede the Tenant carrying out such activities and plans and insofar as it legally can or may, the Landlord shall assist in all reasonable ways, including issuing all such permits, applications or other documents as owner of the Land which the Tenant may reasonably require; provided, however, that the Tenant shall indemnify the Landlord and save it harmless with respect to any and all liabilities and obligations accrued to the Landlord as a result of the Landlord signing, as owner, such permits, applications or other documents. Such indemnification shall not extend to the out-of-pocket expenses of the Landlord, or the cost of professional consultants employed by the Landlord, relating to reviewing such materials prior to the Landlord signing same or other costs incurred by the Landlord pursuant to its obligations hereunder, or to any liabilities and obligations accrued to the Landlord in its capacity as an approving authority in connection with such permits, applications and documents.

4.02 CONSTRUCTION

The Tenant shall proceed diligently to construct and finish the Project as required herein and in the Project Agreement and in accordance with the Design Plan. In constructing and finishing the Project, the Tenant shall comply with all applicable building codes and the requirements of all applicable governmental authorities and except for all permits and licences, payment for which shall be waived by the Landlord, shall pay for all labour, materials, services and other work or expenses in connection therewith, and shall keep the Land free and clear of all liens for labour performed or materials furnished or other work or services in connection therewith, and will defend at its own costs and expense each and every lien or *lis pendens* asserted or filed against the Land or any part thereof on account of the construction of the Project, and each and every judgment made or entered against the Land or any part thereof, and will forever save harmless and keep indemnified the Landlord from and against any and every claim, expenses, demand, suit or cause of action, including counsel and attorney's fees, arising out of or connected with any act or omission of the Tenant or any of the agents or employees of the Tenant in and about the construction of the Project, or arising out of or in connection with the assertion or filing of any lien or lis pendens against the Land or any portion thereof for or on account of labour performed or material furnished or services rendered in or about the construction of the Project.

4.03 MUNICIPAL SERVICES

Subject to the Tenant complying with Article VII hereof and subject to receiving permission to construct the Project and to any conditions placed upon the Landlord by the regulatory bodies referred to in said Article VII, the Landlord shall permit the construction, installation, replacement, removal or treatment of the Municipal Services on any portion thereof as may be required hereunder and under the Project Agreement and their connection with the municipal system of services, in

accordance with applicable municipal regulations and standards, provided that the opening, closing and relocation of roads as required shall be subject to City of Winnipeg Council having passed the necessary By-Laws in connection therewith and provided further that the Tenant shall satisfy all requirements of the Landlord regarding transportion and transit both within the Land and the nearby streets as a result of the Project, as the Landlord shall in its sole discretion decide upon. The Tenant shall pay all costs with respect to such construction, installation, replacement, removal, treatment, connection and transportation and transit requirements as shall be required as aforesaid.

4.04 TENANT'S OBLIGATIONS DURING CONSTRUCTION

At all times during construction of the Project and until the Tenant has been granted an occupancy permit with respect to the Project, the Tenant shall:

(a) confirm that there has been placed, in the names of the Landlord and the Tenant, insurance against perils insured under an all risks builders' risk broad form policy in amounts sufficient to ensure that in the case of damage or destruction of the Project, the proceeds of such insurance policies will be sufficient to restore the Project to the state in which it was before such damage or destruction;

(b) confirm that there has been placed, in the names of the Landlord and the Tenant, a one hundred percent (100%) performance bond or bonds and fifty percent (50%) labour and material bond or bonds to ensure, in the case of default by the building contractor and/or subcontractor or subcontractors referred to in the Project Agreement, completion of the Project and the payment of all amounts owed by the

defaulting contractor and/or subcontractor or subcontractors for labour or materials, by another contractor;

(c) prepare and provide to the Landlord regular monthly status reports on the progress of the construction of the Project relating to the work schedule as described in the Project Agreement;

(d) permit the Landlord to inspect the Land and the Project at any reasonable time and from time to time during its construction, PROVIDED THAT such inspection does not unduly disrupt the progress of construction and is conducted in accordance with reasonable safety and construction rules;

(e) comply with all statutory requirements as to amounts to be held back out of payments to be made with respect to work;

(f) ensure that the Project is constructed in a good and workmanlike manner in accordance with the Project Agreement;

(g) enforce the timely performance of all contracts entered into by or on behalf of the Tenant for the construction of the Project.

ARTICLE V

PRIVATE PROPERTY

5.01 The Tenant will at its sole cost and expense proceed to negotiate the purchase of the Private Property and the obtaining of easement rights with regard to the C.N.R. Acquired Lands as soon as reasonably possible following the execution of this Lease by both parties and at such time as the Private Property has been conveyed to the Landlord and easement rights to the C.N.R. Acquired Lands have been obtained in the name of the Landlord, all as hereinbefore set forth, the Private Property and the C.N.R. Acquired Lands shall be included in the term the "*Land*" as used herein.

ARTICLE VI

RENT

6.01 AMOUNT

On the Commencement Date and on each anniversary of the Commencement Date during the Term, the Tenant shall pay to the Landlord by cheque the amount of One Dollar ($1.00) as rent.

6.02 NET LEASE

Except as provided in Article VIII, it is the purpose and intent of the Landlord and the Tenant that the rent shall be absolutely net to the Landlord, so that the Lease shall yield, net, to the Landlord, the rent specified in Section 6.01 and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Project or the Land, or both, or in connection with any business carried on therein or thereon by or under the Tenant shall be paid by the Tenant, and that the Landlord shall be indemnified and saved harmless by the Tenant from and against the same and the Tenant hereby covenants with the Landlord accordingly.

6.03 NO SET-OFFS

Except as otherwise provided in this Lease, the Tenant shall pay, without notice, without previous demand therefor and without abatement, deduction or set-off, all rent to be paid hereunder; and except as otherwise provided in this Lease, the Tenant hereby waives and renounces any and all existing and future claims and set-offs against the rent and agrees to pay such rent regardless of any claim or set off which may be asserted by the Tenant or on its behalf.

ARTICLE VII

ENVIRONMENTAL AND ARCHAEOLOGICAL ISSUES

7.01 The Tenant acknowledges having received notice that a hydro building was located on a portion of the Land, and notwithstanding the same, the Tenant shall, at its sole expense, comply with the requirements of The Manitoba Department of the Environment, the *Canadian Environmental Assessment Act* (which will have to be complied with in order to receive federal funding) and Western Economic Diversification Canada (as the responsible Federal Authority with respect to funding matters) and will cause environmental remediation, if required, to be completed prior to the commencement of the construction of the Project and will provide written confirmation to the Landlord from the above noted regulatory bodies that their requirements have been met and that all environmental remediation, if required, has been completed to the satisfaction of said bodies.

7.02 The Tenant shall, at its sole expense, comply with the requirements of the *Heritage Resources Act* with respect to the impact of the Project on heritage resources and human remains and will provide written confirmation to the Landlord from the authorities under the *Heritage Resources Act* that their requirements have been met prior to the commencement of the construction of the Project.

7.03 The Tenant covenants with the Landlord not to bring or permit to be brought or come onto the Land any pollutants, dangerous substances, liquid or solid wastes, industrial wastes, toxic substances, hazardous wastes, hazardous materials, hazardous substances or contaminants ("*Hazardous Substances*").

7.04 The Tenant hereby indemnifies and saves harmless the Landlord from and against any and all:

(i) liabilities, losses, claims, damages (including, without limitation, lost profits, consequential damage, interest, penalties, fines and monetary sanctions) and costs; and

(ii) lawyers' (on a solicitor and his own client basis) and accountants' fess and expenses, court costs and all other out-of-pocket expenses;

incurred or suffered by the Landlord by reason of, resulting from, in connection with or arising in any manner whatsoever out of any Hazardous Substances which were brought by any person or came in any manner onto the Land after the Commencement Date and during the Term of this Lease.

ARTICLE VIII

IMPOSITIONS

8.01 PAYMENT OF IMPOSITIONS

From and after the time the Tenant is permitted access to the Land, the Tenant will pay or cause to be paid (except as hereinafter in Section 8.02 provided) (and by installments if such method of payment is permitted) all Impositions. In the last year of the Term, all Impositions shall be appropriately apportioned between Landlord and Tenant having regard to the portions of the Term falling within the periods with respect to which the Impositions are imposed.

8.02 EXCLUSIONS

Nothing in this Lease contained shall require or be construed to obligate the Tenant to pay any franchise, excise, estate, inheritance, succession, capital levy, business or transfer tax of the Landlord, if any, or any income, profits tax upon the income of the Landlord, if any.

8.03 APPEAL OF IMPOSITIONS

The Tenant shall have the right from time to time to appeal any assessment of the Land and the Project or the legality or amount of any Impositions for which the Tenant is responsible under this Lease, levied on the Land or the Project in any year, or for the cancellation, reduction or refund of any such Imposition, provided that any such appeal shall be at no direct cost to the Landlord. In the event of such appeal by the Tenant, it shall first either pay the Imposition in question under protest, or furnish to the Landlord security (by bond or otherwise), satisfactory to the Landlord (acting reasonably) for its payment in the event of the failure of such appeal. Notwithstanding the furnishing of such security and the lack of decision of such appeal, the Tenant shall pay such Imposition (if it is imposed on the Land or the Project) in each case before any fine, penalty, interest or cost may be added thereto for the non-payment thereof. The Landlord shall have the full power and authority to apply or request the application of any security so furnished to payment of any unpaid Imposition to prevent the sale or forfeiture of the Tenant's estate in the Land or the Project for non-payment thereof; without liability on the Landlord, however, for any failure so to apply any amount so deposited unless the Tenant in writing requests the application of such amount to the payment of the particular Imposition with reference to which they were deposited. Any surplus remaining in the hands of the Landlord after the Imposition for which the deposit was made has been paid in full shall be repaid to the Tenant unless the Tenant shall be in default in the payment of rent or other charges to be made under the provisions of this Lease and in case of such default such surplus shall be applied thereto. Upon the termination of any such proceedings, the Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which shall have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

8.04 INDEMNITY

The Tenant shall save the Landlord harmless and indemnify the Landlord with respect to all suits, costs, actions, claims and demands of any kind whatsoever arising out of or in any way in connection with any Impositions or assessments appealed by the Tenant and/or with any such appeal.

8.05 EVIDENCE OF PAYMENT

The Tenant, upon request of the Landlord, shall, furnish to the Landlord within thirty (30) days after the date when any Imposition upon the Land or the Project would become overdue, such evidence reasonably satisfactory to the Landlord evidencing the payment thereof.

8.06 CHANGES IN METHOD OF TAXATION

If, because of changes in the method of levying or collecting of any Imposition to be paid under the provisions of this Lease by either the Landlord or the Tenant, or because any new tax, assessment, rate, levy, fee or charge is levied or imposed in lieu of or in addition to those contemplated by the provisions of this Lease, the Landlord and the Tenant hereby agree to negotiate an amendment or new provision for this Lease as is necessary to deal with such change in an equitable manner so as to obviate any injustice or inequity which shall have arisen, given the principles set forth in Section 6.02.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

ARTICLE IX

INSURANCE

9.01 TENANT'S COVENANTS RESPECTING INSURANCE

(a) From and after the Commencement Date, and at all times during the Term, the Tenant shall insure and keep insured the Project and Tenant's and Landlord's property located therein or thereon (it being understood that the Project, notwithstanding the provisions of Section 3.02 hereof, shall not be deemed to be the Tenant's property for the purposes of this Article IX), in an amount equal to one hundred percent (100%) of the Replacement Cost on an all risks basis including such endorsement(s) as will provide for contingent liability from enforcement of by-laws including:

(i) value of undamaged portion of the Project;

(ii) demolition and debris removal costs with respect to undamaged portion of the Project; and

(iii) the increase in cost of construction of the Project.

(b) From and after the Commencement Date and at all times during the Term, the Tenant shall effect and maintain comprehensive public liability insurance on an occurrence basis against claims for personal injury, death or property damage suffered by others arising out of all operations of the Tenant, within the Project, indemnifying and protecting the Landlord and the Tenant, with such exclusions and to such amounts not less than Ten Million Dollars ($10,000,000) with or without limit or such greater amount as the Landlord may reasonably require from time to time as are reasonably required to protect the Landlord and the Tenant against such loss or damage and, in any event, to the same extent as may from time to time be usual and prudent with companies operating or owning similar properties in equivalent locations and, without limitation of the foregoing, with provisions for a contractual liability endorsement, non owner automobile endorsement, cross-liability and severability of interests.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(c) From and after the installation thereof, the Tenant shall effect broad form Comprehensive Boiler and Machinery insurance on a blanket repair and replacement basis with combined limits of Ten Million Dollars ($10,000,000) or such greater amount as the Landlord may reasonably require, on all boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus owned or operated by the Tenant or by others on behalf of the Tenant in the Project, or relating to, or serving the Project.

(d) The Tenant shall, when required to do so by notice in writing from the Landlord, obtain reasonable insurance coverage with an insurance company and in the amounts and on terms having the prior approval of the Landlord, sufficient to protect the Landlord from all liability in respect of pollution arising from the activities of the Tenant on the Land.

(e) The Tenant will take out and maintain other insurance in amounts and upon terms reasonable for a prudent tenant to provide as determined by the Landlord and its insurance advisors acting reasonably or its mortgagee.

(f) If any policies for such insurance shall contain any co-insurance clause, it shall only be a stated amount co-insurance clause pursuant to which the insurer and the Tenant agree as to the replacement cost of the property insured and stating what minimum amount of coverage must be carried by the Tenant in order to satisfy the insurer's co-insurance requirements and to permit full recovery by the Tenant up to the amount insured in the event of loss.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(g) All such insurance shall be taken out with insurers, and shall contain terms and conditions that are, in both cases, in accordance with prudent risk management practices for first class developments.

(h) Each insurance policy referred to in Article IX will name the Landlord and any persons, firms or corporations designated by the Landlord as additional named insureds as their interests may appear; will contain, as appropriate, a waiver of rights of subrogation against the Landlord and the Tenant or cross-liability clause protecting the Landlord and other insureds designated by it against claims by the Tenant as if the Landlord and other insureds designated by it were separately insured and protecting the Tenant against claims by the Landlord and other insureds designated by it as if the Tenant were separately insured; and will contain a clause that the insurers will not cancel or change or refuse to renew the insurance without first giving the Landlord thirty (30) days prior written notice. All policies of insurance will be with insurers authorized and licensed to carry on business in the Province of Manitoba and the Tenant will see that there is delivered to the Landlord copies or certificates of the policies. If the Tenant fails to take out or keep in force any policy of insurance referred to in this Article IX, the Landlord may do so and pay the premium, and in that event the Tenant will pay to the Landlord the amount so paid as premium, plus ten percent (10%) for overhead as additional rent and it will be due and payable on the first day of the month following the payment by the Landlord. Each of the said insurance policies shall be non-contributing with and shall apply only as primary and not as excess to any other insurance available to the Landlord.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(i) Subject to Section 9.01(h) and (l) hereof, all insurance proceeds payable on account of damage or destruction to the Project and Land, shall be paid to the Landlord, and such proceeds, less the reasonable cost, if any, to the Landlord to obtain payment thereof, together with interest earned thereon as hereinafter set forth shall be applied by the Landlord to the payment of the cost of repairing, restoring or rebuilding the Project and Land so damaged or destroyed (hereinafter referred to as the "*Work*") and shall be paid out from time to time to the Tenant, as the Work progresses, subject to reasonable conditions which may be imposed by the Landlord, including, without limitation, any reasonable conditions that may be required to ensure that:

(i) reasonable plans and specifications shall be prepared for the Work and approved by the Landlord, which approval shall not be unreasonably or unduly withheld, it being understood that to the extent feasible, said plans and specifications shall provide for such Work that, upon completion thereof, the Premises shall be as required pursuant to Article XII hereof;

(ii) progress payments shall be made, subject to proper lien holdbacks, for all of the Work completed to date in compliance with the approved plans and specifications, provided that the amount of insurance proceeds in the hands of the Landlord and all interest earned thereon shall be applied to the last of the monies owing with respect to the Work (it being understood and agreed that all monies owing with respect to the Work less the said insurance proceeds and interest shall first be paid by the Tenant) so that upon payment of the said insurance proceeds and interest, the completed Work shall have been paid in full;

(iii) all requirements of all governmental authorities will be complied with by the Tenant.

Appendix “A” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(j) It is understood that all proceeds of insurance which may be held by the Landlord pursuant to this Section 9.01, before final disposition thereof, shall be invested in an interest bearing account in Canada (the "*Fund*"), to be chosen by the Landlord as it, in its absolute discretion, shall determine, and the Fund and all interest earned thereon shall be paid out as above set forth, provided always that the Landlord shall not be accountable for such Fund, except as bare trustee thereof, or for determining the rate or rates of interest thereon, or for the proper application of any amount paid over from the Fund as above set forth.

(k) In the event that this Lease is terminated pursuant to Section 12.02 hereof:

(i) all insurance proceeds referred to in Section 9.01(i) hereof except for insurance proceeds payable on account of the Tenant's property referred to in Section 9.01(a) shall be paid to and retained by the Landlord for its own use absolutely; and

(ii) all insurance proceeds payable on account of the Tenant's Property referred to in Section 9.01(a) shall be paid to and retained by the Tenant for its own use absolutely;

(l) If there is any excess of insurance proceeds or interest over and above the cost of repairing, restoring or rebuilding the Project as hereinbefore set forth, such excess shall be retained by the Landlord for its own use absolutely.

(m) The Tenant shall duly and punctually pay all premiums and other sums of money payable for maintaining any such insurance as aforesaid.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(n) **The Tenant shall deposit with the Landlord prior to access to the Land and thereafter from time to time upon demand such reasonable evidence (which may include copies of policies) as may be required to confirm that the insurance coverage required to be maintained hereunder is in effect.**

(o) **The Tenant shall advise the Landlord of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Tenant fails to effect and to keep such insurance in force, or should such insurance not be approved by the Landlord and if the Tenant does not rectify such situation within forty-eight (48) hours after written notice by the Landlord to the Tenant the Landlord shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the cost of the Tenant and all outlays by the Landlord shall be immediately payable by the Tenant to the Landlord, without prejudice to any other rights and recourses of the Landlord hereunder. No such insurance taken out by the Landlord shall relieve the Tenant of its obligations to insure hereunder and the Landlord shall not be liable for any loss or damage suffered by the Tenant in connection therewith.**

(p) **Each of the policies for such insurance shall be non-contributing with and shall apply only as primary and not as excess to any other insurance available to the Landlord.**

9.02 WORKERS COMPENSATION

At all times during the Term the Tenant, at its own expense, shall procure and carry or cause to be procured and carried and paid for full Workers Compensation coverage in respect of all workmen, employees, servants and others engaged by or for the Tenant, in or upon any work, non-payment of which would create a lien on the Land or the Project.

ARTICLE X

REPAIRS AND MAINTENANCE

10.01 The Tenant, at its own expense, shall maintain and keep the Land and Project and all other buildings or other structures or improvements to be erected or constructed thereon by the Tenant, in good order, neat appearance, good repair and sanitary and safe condition and shall alone be responsible for all repairs and replacements thereto which the Landlord may deem to be reasonably necessary, whether or not the same be structural or otherwise, it being understood that the Landlord shall not be responsible for any repairs or replacements of any nature whatsoever. The Tenant shall further, at its own expense, keep and maintain the Land and the Project in all respects as may now or hereafter be prescribed or required by any governmental authority and shall, at its own expense, make any alterations or improvements which may hereafter be prescribed or required by any governmental authority.

10.02 The Tenant shall not allow any refuse, garbage or other objectionable material to accumulate in or about the Land or the Project and will keep the Land and the Project in a clean condition.

10.03 The Landlord and any employee, servant or agent of the Landlord shall be entitled at any reasonable time and from time to time to enter and examine the state of maintenance, repair, decoration and order of the Land and the Project and any improvements hereafter made to the Land.

10.04 OBLIGATIONS SUBJECT TO ARTICLE XII

Notwithstanding anything contained in this Article X, the obligations of the Landlord and the Tenant set out in this Article X shall be subject to the provisions of Article XII.

ARTICLE XI

CHANGES AND ALTERATIONS

11.01 TENANT'S RIGHTS

Subject to obtaining the prior written approval of the Landlord, not to be unreasonably withheld and notwithstanding anything provided in Sections 10.01 and 12.01 hereof but after Substantial Completion, the Tenant shall have the right at any time or times to make any replacements, alterations, additions, changes, substitutions or improvements in or to the Project and the Land subject to the provision that the work will not be incompatible with the design, operation and use of the Project and the Land described herein and in the Project Agreement.

11.02 MANNER OF COMPLETING WORK

All replacements or substitutions or other work undertaken by or for the Tenant once begun shall be done in a safe, good and workmanlike manner, and shall be prosecuted with reasonable diligence to completion, free and clear of any and all builders' liens or other liens, conditional sales contracts, chattel mortgages or similar claims or encumbrances against the Land, or the Project, and such shall be completed in all respects in accordance with the law.

Conduct of all work and any replacements or substitutions shall meet or exceed the requirements of all municipal, provincial, federal and other governmental authorities including all applicable building code requirements and the requirements of the Insurers Advisory Organization.

ARTICLE XII

DAMAGE OR DESTRUCTION

12.01 CONSEQUENCES

The partial destruction or damage or complete destruction of the Project by any cause, against which the Tenant is required to insure pursuant to Article IX, shall not terminate this Lease or entitle the Tenant to surrender possession of the Land or to demand any abatement or reduction of the rent or other charges payable under this Lease, any law or statute now or in the future to the contrary notwithstanding. Provided, however, that the foregoing provisions shall not prevent the Tenant from terminating this Lease or surrendering possession of the Land if the Project is damaged by any cause against which the Tenant is not required to insure pursuant to Article IX and such damage cannot reasonably be repaired within ninety (90) days after the commencement of such repairs.

12.02 TENANT'S OBLIGATIONS

The Tenant covenants and agrees that, subject to the provisions of Section 12.01, in the event of damage to or the partial or total destruction of the Project, or any part thereof, the Tenant shall with reasonable diligence:

(a) repair such damage or replace such destruction;

(b) in the event of substantial damage or destruction, reconstruct or replace the Project in whole or in part with a new structure:

always provided that in all cases the Tenant shall comply with the provisions of Section 12.01. Notwithstanding the foregoing provisions of this Section 12.02, if the Project is so damaged within the last eighteen (18) months of the Term that it cannot be repaired for a cost of less than twenty-five percent (25%) of the Replacement Cost of the Project, the Tenant may terminate this Lease by giving the Landlord written notice to that effect together with an assignment to the Landlord of the Tenant's rights under any policies of insurance that the Tenant is required to maintain under this Lease and with payment to the Landlord of any insurance proceeds with respect to damage to the Project received by the Tenant and an amount equal to the difference between the amount payable under said insurance and the amount that would have been payable had the Tenant insured the Project in the amount of one hundred percent (100%) of Replacement Cost; such termination to be effective upon receipt by the Landlord of all applicable proceeds. If the Tenant gives the Landlord the written notice and the assignment referred to above, the Tenant shall not be liable for damages for any breach of the provisions of Section 15.02 caused by such damage nor shall it be required to perform any other obligation under this Lease except the payment of all rent and financial obligations of the Tenant contained herein until the effective date of the termination.

12.03 COMPLIANCE

Any repair, replacement, demolition, restoration or reconstruction of the Project or any part thereof pursuant to the provisions of this Article XII shall be made or done in compliance with the provisions of Articles X and XI hereof.

12.04 COMMENCEMENT OF REPAIRS

The Tenant covenants to commence to restore or repair any loss or damage within sixty (60) days after the occurrence thereof except as otherwise provided in this Lease.

ARTICLE XIII

COMPLIANCE WITH LAWS AND GOVERNMENTAL REGULATIONS

13.01 LAWS AND ORDINANCES

Throughout the Term, the Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, provincial and municipal governments, departments, commissions, boards and officers, foreseen or unforeseen, ordinary as well as extraordinary, which are, from time to time, applicable to the Project or to the use or manner of use of the Project or to the owners, tenants or occupants thereof, whether or not any such law, ordinances, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Project.

13.02 RIGHT TO CONTEST

The Tenant shall have the right to contest, after prior written notice to the Landlord, by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant or the Landlord or both, without cost or expense to the Landlord, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 13.01 and the Tenant may delay compliance therewith until the final determination of such proceeding; provided such delay does not result in the Landlord incurring any penalty, fine or liability or result in any lien, charge or demolition or other order against the Land or the Project, unless, in case of any such penalty, fine, lien or charge, the Tenant furnishes to the Landlord reasonable security against any loss or injury by reason of such contest or delay.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

ARTICLE XIV

LIENS

14.01 VACATION OF LIENS

The Tenant shall throughout construction and during the Term at its own cost and expense cause any and all statutory liens, builders' liens and other liens for labour, services or materials alleged to have been furnished to or to have been charged by or for the Tenant or anyone on its behalf which may be registered against or otherwise affect the Project, to be paid, satisfied, released, cancelled and vacated within thirty (30) days after the Tenant has notice that a claim for lien has been made or after the Landlord shall have sent to the Tenant written notice by registered mail of any claim for any such lien, whichever occurs earlier. Provided, however, that in the event of a *bona fide* dispute by the Tenant of the validity or correctness or any claim for any such lien, the Tenant shall not be bound by the foregoing, but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into Court the amount claimed and such costs as the Court may direct and registering all such documents as may be necessary to vacate such lien, or providing such other security in respect of such claim as the Landlord may in writing approve.

14.02 STATUTORY HOLDBACKS

In all cases where work is being done on the Project or any part thereof, the Tenant shall comply with all statutory requirements as to amounts to be held back out of payments to be made with respect to such work, and the Landlord shall in its sole discretion, if it deems it necessary or desirable to do so, require the Tenant to deposit with the Landlord sufficient monies or a sufficient letter of credit to protect the Landlord from its liability under the *Builders Lien Act* of Manitoba.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

ARTICLE XV

USE AND OPERATION OF LAND

15.01 USE

The Tenant shall use the Project and the Land only for a facility for sports and recreational, artistic and cultural purposes, both professional and amateur, and shall not use or occupy the Project or any part thereof for gambling purposes without the consent of the Landlord first had and obtained or any uses prohibited by any applicable governmental law, by-law, regulation, ordinance or restriction. The Tenant shall not use or occupy the Project or any part thereof for any unlawful purpose or in any manner which in law may constitute a nuisance or which may make void or voidable any policy of insurance then in force in respect thereof, or permit its use, temporary or otherwise, for the purposes of dealing in pornographic or erotic material or any other sexual use offensive to the Landlord.

15.02 MANAGEMENT

The Tenant will manage, operate and maintain or cause to be managed, operated and maintained the Project in a manner commensurate with similar projects economically, diligently, efficiently and effectively to the best of its ability. The Tenant shall ensure that all areas of the Project and Land are accessible to the public to the greatest extent possible within constraints required for proper security, maintenance and prudent management practices.

15.03 FINANCIAL ENCUMBERING OF THE DEVELOPMENT

The Tenant shall not in any manner financially encumber the Project or any portion thereof without the prior written consent of the Landlord, which consent may be arbitrarily withheld by the Landlord in its sole and absolute discretion

ARTICLE XVI

INDEMNIFICATION

16.01 TENANT'S INDEMNIFICATION

The Tenant will indemnify and save harmless the Landlord against and from all liabilities, obligations, damages, penalties, claims, costs (including reasonable professional fees), fines, suits, demands and actions and causes of action which may be imposed upon or incurred by or asserted against the Landlord by reason of or arising in any way in connection with any breach, violation or non-performance by the Tenant of any covenant, term or provision of this Lease or the occupation of the Project and the Land by the Tenant or its servants, agents, employees, Subtenants or assignees. In case any action or proceeding is brought against the Landlord by reason of any such liability, obligation, damage, penalty, claim, costs, fines, suits, demands or actions or causes of action, the Landlord shall in a timely way give written notice thereof to the Tenant and shall permit the Tenant to resist or defend such action or proceeding, and the Tenant upon written notice from the Landlord will at the Tenant's expense resist or defend such action or proceeding. Nothing in this Article XVI contained shall obligate or require the Tenant to indemnify or save the Landlord harmless from any such liability, obligation, damage, penalty, claim, costs, fines, suits, demands or actions or causes of action incurred by or assessed against the Landlord by reason of or arising in any way in connection with the negligence of the Landlord, its servants, agents or employees.

16.02 LANDLORD'S INDEMNIFICATION

The Landlord will indemnify and save harmless the Tenant against and from all liabilities, obligations, damages, penalties, claims, costs (including reasonable professional fees), fines, suits, demands and actions and causes of action which may be imposed upon or incurred by or asserted against the Tenant by reason of or arising in any way in connection with any breach, violation or non-performance by the Landlord of any covenant, term or provision of this Lease. In case any action or proceeding is brought against the Tenant by reason of any such liability, obligation, damage, penalty, claim, costs, fines, suits, demands or actions or causes of action, the Tenant shall in a timely way give written notice thereof to the Landlord and shall permit the Landlord to resist or defend such action or proceeding, and the Landlord upon written notice from the Tenant will at the Landlord's expense resist or defend such action or proceeding. Nothing in this Article XVI contained shall obligate or require the Landlord to indemnify or save the Tenant harmless from any such liability, obligation, damage, penalty, claim, costs, fines, suits, demands or actions or causes of action incurred by or assessed against the Tenant by reason of or arising in any way in connection with the negligence of the Tenant, its servants, agents or employees.

ARTICLE XVII

CONVEYANCE BY LANDLORD

17.01 AGREEMENT BY TRANSFEREE

If the Landlord or any successor owner of the Landlord's interest in the Land shall convey or otherwise dispose of its interest in the Land, all liabilities and obligations on the part of the Landlord or any successor owner as the Landlord under this Lease accruing after such conveyance or disposal shall terminate upon such conveyance or disposal, if such transferee enters into an agreement by which such transferee agrees to be bound by and perform all of the covenants, provisions and obligations of the Landlord herein contained.

ARTICLE XVIII

ASSIGNING AND SUBLETTING

18.01 RIGHT TO SUBLET OR ASSIGN

The Tenant may at any time, and from time to time, sublet to a Subtenant or assign the Project or any portion thereof, provided that no such sublease or assignment shall purport to give to the Subtenant or assignee any rights or privileges greater than those granted to the Tenant under this Lease and provided further that such sublease or assignment shall not be entered into by the Tenant without receiving the prior written consent of the Landlord, not to be unreasonably withheld.

18.02 DEEMED ASSIGNMENT

If the shares of the Tenant or the shares of any corporation which controls the Tenant are transferred by sale, assignment, bequest, inheritance, operation of law or other disposition, or issued by subscription or allotment, or cancelled or redeemed, so as to result in a change in the effective voting or other control of the Tenant or of any corporation which controls the Tenant by

the person or persons holding control on the date of execution of this Lease or if other steps are taken to accomplish a change of control of the Tenant, then the Tenant will promptly notify the Landlord, in writing, of the change, which will be considered to be an assignment of this Lease in which Section 18.01 applies. The Tenant will make available to the Landlord or its lawful representatives all corporate books and records of the Tenant and of any corporation which controls the Tenant for inspection at all reasonable times, to ascertain to the extent possible whether there has been a change of control of the Tenant.

ARTICLE XIX

19.01 TERMINATION

If:

(a) construction of the Project has not begun by the time required by Pan Am for the commencement of construction pursuant to Section 3.01 hereof; or

(b) the Winnipeg Goldeyes do not commence occupation of the Project for the purpose of playing baseball during their 1999 baseball league season ; or

(c) after having commenced occupation of the Project for the purpose of playing baseball, the Winnipeg Goldeyes cease to occupy the Project on a continuing basis for such purpose; or

(d) the Tenant is in default pursuant to its obligations under the amateur access agreement referred to in Article XXVIII hereof and does not cure such default within thirty (30) days of receipt of notice of such default;

(e) the Tenant defaults under the terms of the Project Agreement or any other agreements referred to herein to which it is a party, and does not cause such default in accordance with the Project Agreement or such other agreements; or

(f) the Term hereby granted or any goods and chattels of the Tenant located in the Land shall at any time be seized or taken in execution or attachment by any creditor of the Tenant and such execution or attachment shall not have been stayed within thirty (30) days; or

(g) the Tenant shall make a general assignment for the benefit of creditors, or if it shall institute proceedings to subject itself to the *Winding-Up Act* or to be adjudicated a bankrupt or insolvent or shall consent to the institution or bankruptcy or insolvency proceedings against it or shall file an application or petition or answer or consent seeking reorganization or readjustment of its indebtedness under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any present or future law of Canada or any province thereof relating to bankruptcy or insolvency, or shall consent to the filing of any such application or petition, or shall consent to the appointment of a receiver, or if the Tenant or its directors shall pass any resolution authorizing the dissolution or winding-up of the Tenant; or

(h) a receiver, interim receiver, receiver-manager, trustee or liquidator of all or substantially all of the Tenant's property if such part includes the Tenant's interest in the Project or its property therein, shall be appointed for the Tenant, or if a judgment, decree or order shall be made or entered by a Court of competent jurisdiction adjudging it a bankrupt or insolvent, or subject to the provisions of the *Winding-Up Act* or the *Bankruptcy and Insolvency Act*, or determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding-up, or any similar relief under the *Bankruptcy and Insolvency Act* or the

Companies' Creditors Arrangement Act **or any present or future law of Canada or any province thereof relating to bankruptcy or insolvency have been properly instituted otherwise than by the Tenant; or**

(i) any action, either voluntary or involuntary, shall be taken or commenced to terminate the corporate existence of the Tenant or the existence of the Winnipeg Goldeyes;

then this Lease and the Term granted hereunder shall at the option of the Landlord immediately become terminated.

The provisions of this Article XIX shall be effective in the case of any such action being taken by or with respect to any of the persons, firms or corporations which may, from time to time, constitute the Tenant.

ARTICLE XX

DEFAULT

20.01 RIGHT TO REMEDY AND RE-ENTRY

If the Tenant shall be in default under any provision of this Lease (including, without in any way limiting the generality of the foregoing, the obligations of the Tenant under Article XII hereof), the Landlord shall give notice to the Tenant forthwith upon such default coming to the attention of the Landlord and in such notice the Landlord shall state the nature of the default and require the same to be remedied and the Tenant shall have from the receipt of such notice:

(a) ten (10) days in the case of default in insuring or in the payment of rent or any other amounts of money payable by the Tenant under the provisions hereof; or

(b) thirty (30) days in the case of default under any other provision;

within which to remedy such default. Provided that such thirty (30) day period shall be reasonably extended if:

(c) the default is of a nature which cannot be remedied in thirty (30) days and the Tenant upon receipt of such notice commences to rectify the default and proceeds diligently with such rectification; or

(d) if the default is one which the Tenant has a right to require a Subtenant to rectify and if the Tenant upon receipt of such notice promptly notifies such Subtenant and thereafter takes such action as may be necessary to obtain rectification by such Subtenant or failing rectification by such Subtenant proceeds itself with such rectification diligently.

If, after the expiration of the times above limited, the default has not been remedied, the Landlord may thereupon, at its option, either by itself or its lawfully authorized agent, enter and re-enter into and upon the Project and the Land or any part thereof in the name of the whole and have again, repossess and enjoy its former estate free and clear of all claims of the Tenant and this Lease and the Term granted hereunder shall be terminated, and the Project shall be forfeited to and become the property of the Landlord as liquidated damages without compensation therefor to the Tenant.

20.02 RE-LET

If and whenever the Landlord is entitled to re-enter the Land and the Project and terminate this Lease pursuant to Section 20.01 hereof, the Landlord may at its option, without notice to the Tenant and without effecting a re-entry and termination, and as the agent in name of the Tenant, take possession of the Land and Project together with all the improvements, fixtures and furnishings thereon and as the agent and in the name of the Tenant, make such repairs and alterations as the Landlord, in its sole discretion, deems necessary or advisable and sublet the Land and the Project together with all or any of such improvements, fixtures and furnishings on whatever terms the Landlord may deem appropriate, in which case the Tenant shall continue to be liable for the performance of all its obligations under this Lease including the payment of rent and amounts payable hereunder, the Landlord shall be entitled to enforce all the covenants of any Subtenant and to collect and receive all rent and other amounts payable by any Subtenant and apply them against all indebtedness of the Tenant to the Landlord from time to time existing, and the Tenant shall pay any deficiency to the Landlord when and as from time to time demanded. No such taking possession of the Land or Project by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the Tenant or left on the Land or Project. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for a breach hereunder by the Tenant. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant the cost of re-entering the Land or Project, including reasonable solicitors' fees.

20.03 SUE FOR RENTS

The Landlord may nevertheless, in addition to the foregoing remedies, sue for rents or other monies owing by the Tenant to the Landlord hereunder or both sue for rents and such monies and enjoin or obtain damages for or to enforce the curing of breaches of any conditions or covenants of this Lease.

20.04 CONDONING

No condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder respectively in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Landlord or the Tenant in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing. All rights and remedies of the Landlord in this Lease contained shall be cumulative and not alternative.

ARTICLE XXI

END OF TERM

21.01 SURRENDER

At the end of the Term hereby granted, whether by forfeiture, default, effluxion of time or otherwise, the Tenant shall surrender the Land and the Project thereon to the Landlord in the condition in which they are required to be kept by the Tenant under the provisions of this Lease except as herein otherwise expressly provided, free and clear of all mortgages, liens, charges, caveats, leases (including leasehold titles) and encumbrances, except as expressly permitted by the Landlord in its sole and absolute discretion.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

21.02 ACCEPTANCE BY LANDLORD

Except as herein provided no surrender of this Lease by the Tenant prior to the end of the Term by effluxion of time shall be valid unless accepted in writing by the Landlord.

21.03 ADJUSTMENTS

At the end of the Term hereby granted, by effluxion of time but not otherwise, the Landlord shall pay to the Tenant the value of any unexpired insurance premiums upon the Project and the parties will pro rata adjust, apportion and allow between themselves all Impositions and items of rents, taxes, water rates and other matters of a similar nature applicable to the Project, to the intent and purpose that the Tenant shall bear the burden thereof until it shall deliver up possession of the Land on the termination of the Lease but not afterwards.

21.04 ORDERLY TRANSITION

At the end of the Term hereby granted, by effluxion of time or otherwise, the Tenant shall cooperate with the Landlord to effect an orderly transition of the Project and, without limiting the generality of the foregoing, shall deliver to the Landlord all records and information relative to the operation of the Project including maintenance and service contracts, leases, subleases and all agreements relating to security and operating procedures.

ARTICLE XXII

22.01 OVERHOLDING

It is agreed that upon the termination of this Lease, by effluxion of time, and if the Tenant remains in possession of the Land and the Project thereon with or without the consent of the Landlord and without any further written agreement, a tenancy from year to year shall not be created by implication of law, but the Tenant shall be deemed to be a monthly tenant only at a rental payable in advance at the rate of One Dollar ($1.00) per month and otherwise upon and subject to the same terms and conditions as herein contained.

Appendix “A” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

ARTICLE XXII

23.01 DISTRESS

The Tenant hereby irrevocably waives and renounces the benefit of any present or future legislation of the Legislature of the Province of Manitoba taking away or diminishing the Landlord's right of distress and agrees with the Landlord that notwithstanding any such enactment, all goods and chattels which are the property of the Tenant and are from time to time on the Land, shall be subject to distress for rent.

ARTICLE XIV

MISCELLANEOUS

24.01 NOTICES

Any notice required or permitted to be given or permitted to be given hereunder shall be effectively given in writing and mailed to the Tenant, addressed to:

or upon the Landlord, addressed to:

by registered mail, postage prepaid, delivered or sent by telecopier to such address. If such notice is mailed, it shall be deemed to be given on the fourth business day following that on which the letter containing the notice is posted. If such notice is transmitted by telecopier, it shall be deemed to be given on the next business day following the date it was sent. The Landlord or the Tenant may change its address for notice purposes from time to time by notice given in accordance with this provision.

24.02 PERSONAL DELIVERY

Any notice, demand, approval, consent or request which shall be given as provided in Section 24.01 upon the Landlord or the Tenant shall be sufficiently given for all purposes hereunder on the day on which it was so personally served.

24.03 LANDLORD'S CERTIFICATE

The Landlord agrees at any time and from time to time, upon not less than twenty (20) days prior notice by the Tenant, to execute, acknowledge and deliver to the Tenant a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge, information and belief of the Landlord, the Tenant is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the Landlord may have knowledge, information or belief, being intended that any such statement may be relied upon by any prospective purchaser of this Lease or the unexpired portion of the Term hereof, or any assignee thereof. Failure of the Landlord to execute and deliver such statement at the time specified shall not relieve the Tenant of the obligation to pay the rent or perform any of the covenants of this Lease.

24.04 TENANT'S CERTIFICATE

The Tenant shall promptly and whenever requested by the Landlord from time to time, acting reasonably, execute and deliver to the Landlord (and if required by the Landlord, to any mortgagee of the Landlord's interest in the land designated by the Landlord) a certificate in writing as to the then status of this Lease (or any Sublease if required by the Landlord) including as to whether the Lease (or Sublease) is in full force and effect, is modified or unmodified, confirming the rental payable hereunder (or thereunder) and the state of the accounts between the Landlord and Tenant (or the Tenant and any Subtenant) the existence or non-existence of defaults, and any other matters pertaining to this Lease (or any Sublease) as to which the Landlord shall request a certificate.

24.05 NOT PARTNERS

Nothing contained in this Lease shall create the relationship of partners or joint ventures between the Landlord and the Tenant.

24.06 AUDIT OF RECORDS

The Tenant shall, if requested by the Landlord, cause all financial, cost or expense information requested during construction and on an on-going basis during the term to be provided to the Landlord or to permit the Landlord to have access to the same and/or to have same certified by an independent chartered accountant. The Landlord may, on reasonable notice to the Tenant and during normal business hours, have such independent chartered accountant attend at the office of the Tenant to carry out an audit of the books of the Tenant with respect to the information provided by the Tenant. Any costs of any such audit shall be borne by the Landlord.

24.07 UNAVOIDABLE DELAY

If, by reason of Unavoidable Delay, either the Landlord or the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in completing or doing any work, act or thing which under the terms of this Lease it is required to do by a specified date, or within a specific period of time, the date or the period of time within which the work, act or thing was to have been completed may be extended by a period of time equal to that of such delay or prevention, and such party shall not be deemed to be in default if it performs and completes the work, act or thing in the manner required by the terms of this Lease within such extended period of time, or within such further extended period of time as may be agreed upon from time to time between the Landlord and the Tenant. PROVIDED THAT this Section 24.07 shall not affect the obligations of the Tenant with respect to any moneys payable under this Lease.

24.08 JURISDICTION

This Lease shall be governed by the laws of the Province of Manitoba and the Courts of such province shall adjudicate any matters arising out of this Lease other than those matters to be determined by reference to arbitration.

ARTICLE XXV

25.01 CONDITION OF AND TITLE TO LAND

Subject to Section 1.01 hereof, the Landlord warrants that its title to the Land is such as to enable the Landlord to enter into this Lease.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

ARTICLE XXVI

26.01 QUIET ENJOYMENT

The Tenant, upon paying the rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Land and the Project during the term of this Lease without hindrance or molestation by anyone claiming by, through or under the Landlord as such, subject, however to the exceptions, reservations and conditions in the other provisions of this Lease and in the Project Agreement.

ARTICLE XXVII

REMEDIES

27.01 PAYMENT BY LANDLORD

If the Tenant shall at any time fail to pay any rent or Imposition in accordance with the provisions of Articles VI and VIII, or to take out, pay for, maintain or deliver any of the insurance policies provided for in Article IX, or shall fail to make any other payment or perform any other act on its part to be made or performed, then (notwithstanding anything to the contrary contained in this Lease) the Landlord, after ten (10) days' notice to the Tenant (or without notice in case of an emergency or in the case of default under the Tenant's covenant to insure) and without waiving or releasing the Tenant from any obligation of the Tenant contained in this Lease, may (but shall be under no obligation to):

(a) subject to the provisions of Section 8.03, pay any Imposition payable by the Tenant pursuant to the provisions of Article VIII or any other costs payable by the Tenant hereunder;

(b) take out, pay for and maintain any of the insurance policies provided for in Article IX; or

(c) make any other payment or perform any other act on the Tenant's part to be made or performed as in this Lease provided;

and may enter upon the Project for any such purpose, and take all such action thereon, as may be necessary therefor.

27.02 PAYMENTS CONSTITUTE RENT

All sums so paid by the Landlord and all costs and expenses including all reasonable legal fees incurred by the Landlord in connection with the performance of any such act, together with interest thereon at an interest rate per annum equal to three percent (3%) over the prime rate fixed, from time to time, by The Toronto-Dominion Bank, at its Main Branch, in Winnipeg, calculated and compounded monthly, not in advance, from the respective dates of the Landlord's making of each such payment or incurring of each such cost and expense, shall constitute additional rent payable by the Tenant under this Lease and shall be paid by the Tenant to the Landlord forthwith upon demand, and the Landlord shall not be limited, in the proof of any damages which the Landlord may claim against the Tenant arising out of or by reason of the Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by the Tenant and which would have been payable upon such insurance, but the Landlord shall also be entitled to recover as damages for such breach, the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease, damages, costs and expenses of suit suffered or incurred by reason of damage to, or destruction of, the Project occurring during any period when the Tenant shall have failed to provide insurance as aforesaid. However, any such damages so recovered by the Landlord shall be subject to the provisions of Article XII.

27.03 TIME OF ESSENCE

Time shall be of the essence for this Lease and all rents and other payments to be made by the Tenant shall be paid by the Tenant on the dates provided herein. Interest at the rate of three percent (3%) over the prime rate fixed, from time to time, by The Toronto-Dominion Bank, at its Main Branch, in Winnipeg, shall be paid by the Tenant on all rents not paid on the due date.

27.04 No failure by the Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by the Tenant, and no breach thereof, shall be waived, terminated, altered or modified except by a written instrument executed by the Landlord. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

27.05 REMEDIES AT LAW OR EQUITY

In the event of any breach or threatened breach by the Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, the Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

27.06 RIGHTS

Each right and remedy of the Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise and shall not preclude the simultaneous or later exercise by the Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise of the beginning of the exercise by the Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE XXVIII

AMATEUR ACCESS AGREEMENT

28.01 In consideration of the benefit to the City by becoming owner of the Project upon termination of this Lease and in consideration of the Tenant agreeing to enter into an amateur access agreement to permit amateurs to have the use of the Project on such terms and conditions as are agreed upon and as are acceptable to the Landlord, the Landlord agrees to furnish yearly funding during each year of the Term to the Tenant in an amount equal to the:

(a) municipal portion of real property taxes (excluding any school taxes) paid on that portion of the Land and Project which relates to the presentation of baseball games, meaning the area of the Land and Project necessary for baseball games, such as the playing surface, dugouts, locker rooms, stands, bleachers and the like, as determined by the Landlord in its sole and absolute discretion; plus

(b) the amusement tax remitted to the City of Winnipeg relating to the Winnipeg Goldeyes baseball games during such year.

ARTICLE XXIX

29.01 SUCCESSORS AND ASSIGNS

The covenants and agreements herein contained shall bind and enure to the benefit of the Landlord, its successors and assigns, and the Tenant, its Successors and permitted assigns, except as otherwise provided herein, and cannot be changed or terminated orally.

ARTICLE XXX
APPROVAL OF LANDLORD

30.01 Wherever the approval or opinion, the Landlord is referred to in this Lease, it shall mean the approval or opinion of the Landlord through its Board of Commissioners or their designate.

ARTICLE XXXI
SIGNAGE

(provisions for signage approval to be prepared and inserted)

31.01

The parties hereto have duly executed this Lease on the _____ day of

_____, 1997.

THE CITY OF WINNIPEG

Per:

Mayor

Per:

City Clerk

Appendix “A” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

RIVERSIDE PARK MANAGEMENT INC.

Per:

Per:

CERTIFIED AS TO FORM:

City Solicitor

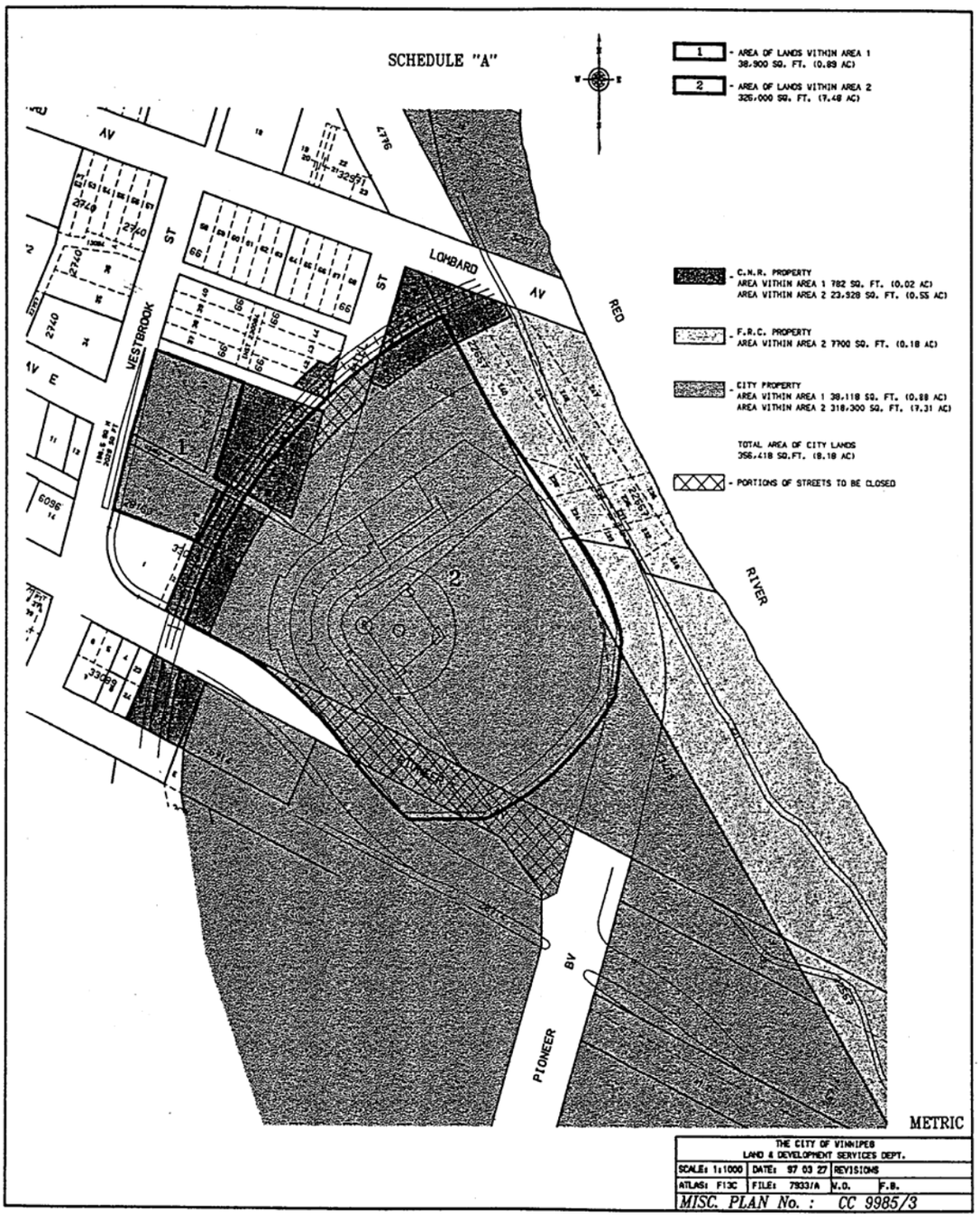
CERTIFIED AS TO FINANCIAL DETAIL:

Chief Commissioner

CERTIFIED AS TO FINANCIAL DETAIL:

City Treasurer

Schedule “A” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)



Schedule “B” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997

SCHEDULE "B"

(legal description of the Land to be inserted)

Schedule “C” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997

SCHEDULE "C"

DATED:

BETWEEN:

THE CITY OF WINNIPEG,
(hereinafter referred to as the *"City"*),

OF THE FIRST PART,

- and -

RIVERSIDE PARK MANAGEMENT INC.
(hereinafter referred to as the *"Developer"*),

OF THE SECOND PART.

PROJECT AGREEMENT

Schedule "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

THIS PROJECT AGREEMENT made the day of , 19 .

BETWEEN:

THE CITY OF WINNIPEG,
(hereinafter referred to as the *"City"*),

OF THE FIRST PART,

- and -

RIVERSIDE PARK MANAGEMENT INC.
(hereinafter referred to as the *"Developer"*),

OF THE SECOND PART.

WHEREAS:

A. Pursuant to the lease as defined herein, the City has leased to the Developer certain lands in the City of Winnipeg as more particularly described in the said lease for the purpose of the Developer constructing thereon a multi-purpose Sports and Recreational Centre including a Youth Activity Centre to provide a facility for sports, recreational, artistic and cultural purposes, both professional and amateur, all as set forth in the said lease;

B. Under the provisions of the said lease, the parties hereto have agreed to enter into this agreement, being the Project Agreement referred to in the said lease.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree with each other as follows:

1.00 DEFINITIONS

1.01 In this Agreement:

"Architect" means the architect qualified to practice in Manitoba and retained by the Developer to design and supervise construction of the Project and to certify work in place in respect of the construction of the Project;

"City" means The City of Winnipeg or any successor municipality thereto;

Schedule “C” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

"Construction Start Date" means the date which is _____ days following the Commencement Date as determined under the provisions of the Lease;

"Final Project Plan" means the approval procedures, design plan, drawings and specifications for the Project to be prepared by the Developer and approved by the City and to be attached as Schedule "A" of this Agreement and all additions and amendments made thereto, from time to time in accordance with the provisions set out in the said Schedule and this Agreement;

"*Improvements*" means the buildings, structures and improvements to be designed and constructed on the Land with the baseball stadium in the Project having a seating capacity of approximately 7,500;

"Lease" means the lease of the Land bearing even date with this Agreement between the City, as landlord, and the Developer, as tenant, a copy of which lease is attached hereto as Schedule "B";

"*Project*" means the Improvements, including, without limitation, all improvements, fixtures, plant and equipment of every kind and description now or hereafter affixed or attached to or situate within the Project or situate outside the Land and servicing the Project and landscaping and parking areas or structures to be developed and built on the Land and such other improvements as may be agreed upon from time to time by the Landlord and Tenant;

"Substantial Completion" means substantial performance of the construction of the Project as same is determined by the Architect in accordance with the Final Project Plan and the provisions of *The Builders' Liens Act* of Manitoba and sufficient to ensure the issuance of a building occupancy permit by the City; and

All other capitalized terms used in this agreement shall have ascribed to them the same definitions as are set forth in the Lease.

2.00 OBLIGATIONS OF THE CITY

2.01 Obligations of the City

As soon as reasonably possible following the Commencement Date of the Lease, the City shall provide vacant possession of the Land to the Developer, pursuant to the Lease, so as to permit the Developer to obtain appropriate permits.

Schedule "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

3.00 OBLIGATIONS OF THE DEVELOPER

3.01 Obligations of the Developer

The Developer shall:

(a) erect as soon as possible, and in any case before the Construction Start Date, in a conspicuous location on hoarding to be erected along , an announcement sign with respect to the Project, which sign shall be provided by the City at the City's cost;

(b) within days following the Commencement Date of the Lease, complete any drawings and details and outline any specifications or construction and service requirements necessary to obtain zoning, urban design review and development application approval from the City for the Project and submit such documents to the City its approval prior to submission to the relevant department or departments of the City;

(c) within days following the Commencement Date of the Lease:

(i) complete and provide to the City working drawings and specifications sufficient to undertake the construction of the Project in accordance with the Final Project Plan; and

(ii) complete all necessary revisions to the schedule of development for the Project;

(d) obtain from all contractors and subcontractors of the Developer such performance bonds and labour and material payment bonds as the City may reasonably require to ensure completion of the construction of the Project pursuant to the terms of this Agreement;

(e) provide the coordination and the consultants necessary to determine and satisfy the requirements of the City relating to the Project, including, but not limited to the requirements of the public utility authorities and of all other authorities with respect to traffic, transportation, vehicles and pedestrian access, relocation and supply of site services and easements;

(f) keep the City reasonably informed of its progress with respect to the Project both before and after the Construction Start Date;

(g) obtain all permits, approvals, licences and certificates necessary to commence construction of the Project;

Schedule "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(h) obtain and maintain, in the name of the City and the Developer, as their interests may appear until Substantial Completion, insurance against perils insured under an all risks builders' risk broad form policy in amounts sufficient to ensure that in the case of damage or destruction of the Project, the proceeds of such insurance policies will be sufficient to restore the Project to the state in which it was before such damage or destruction and comprehensive general liability insurance in the amount and on the terms set forth in Article IX of the Lease;

(i) commence construction of the Project as soon as practicable after the Commencement Date of the Lease and, in any event, no later than the Construction Start Date;

(j) provide to the City copies of all work schedules, project cost budgets, progress reports and notices required by the City as and when such documents are required and provide written notice of Substantial Completion to the City when Substantial Completion occurs;

(k) permit the City to inspect the Project at any reasonable time and from time to time during the construction to ensure that the Project complies with the Final Project Plan, provided that such inspection does not unduly disrupt the progress of construction and is conducted in accordance with reasonable safety and construction rules of the Developer;

(l) ensure that the construction of the Project complies with the Final Project Plan and the drawings and specifications approved by the City pursuant to Article 4.00;

(m) make all changes or modifications to the Final Project Plan required by any federal, provincial or municipal laws, regulations and codes. If any of such changes or modifications relate to matters which the City is entitled to approve pursuant to this Agreement, the prior written approval of the City shall be obtained in accordance with Article 4.00;

(n) proceed expeditiously with the construction of the Project in a good and workmanlike manner so as to achieve conformity with the plans, specifications and working drawings included in the Final Project Plan and exercise its best efforts to ensure that Substantial Completion occurs on or before the last day of the month following the Commencement Date of the Lease, subject to Unavoidable Delay;

(o) promptly comply with all present and future laws, ordinances, orders, rules and regulations of municipal governments, departments, commissions, boards and officers, foreseen or unforeseen, ordinary as well as extraordinary, which are, from time to time, applicable to the Project or to the construction of the Project or to the owners, tenants, contractors or subcontractors thereof, whether or not any such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Project;

(p) cause any and all statutory liens, builder's liens and other liens for labour, services or materials alleged to have been furnished to or to have been charged by or for the Developer or anyone on its behalf which may be registered against the Land or which otherwise affect the Project, to be paid, satisfied, released, cancelled and vacated within thirty (30) days after:

(i) a claim for lien has been registered;

(ii) the Developer has notice that a claim for lien has been made; or

(iii) the City has sent to the Developer written notice by registered mail of any claim for any such lien;

whichever shall be the earliest; provided, however, that in the event of a bona fide dispute by the Developer of the validity or correctness or any claim for such lien, the Developer shall not be bound by the foregoing, but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into Court the amount claimed and such costs as the Court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other security in respect of such claim as the City may in writing approve, provided that such approval shall not be unreasonably withheld or delayed;

(q) comply with all statutory requirements as to amounts to be held back out of payments to be made with respect to work;

(r) procure, carry and pay for or cause to be procured and carried and paid for full Workers Compensation coverage in respect of all workers, employees, servants and others working on the construction of the Project, non-payment of which would create a lien on the Land;

(s) comply with the Final Project Plan;

(t) comply with the drawings and specifications for the Project approved by the City pursuant to Article 4.00;

(u) obtain all services, utilities, conduits and connections required for the Project, including water, hydro-electricity, telephone, sewage (both sanitary and storm drainage), gas and telecommunication services;

(v) ensure that the discharge of all rainwater runoff from the Land be attenuated to the satisfaction of the Commissioner of Works and Operations of the City;

(w) not request or be entitled to make service connections to the dedicated high pressure firefighting watermain, which connections are contrary to the City policy;

(x) ensure that access to all fire hydrants within the Land are maintained at all times to the satisfaction of the Fire Chief of the City;

Schedule “C” referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

(y) prior to the removal of excavated materials from the Land, advise the Commissioner of Works and Operations for the City of the volumes to be disposed of at City land-fill sites, provide a schedule of quantities and types of materials to be disposed on City land-fill sites and pay the full cost of disposal on City land-fill sites as determined by the Commissioner of Works and Operations;

(z) prior to the use of any street within the City for the removal of excavated materials from the Project, obtain from the Commissioner of Works and Operations of the City a list of designated haul roads and exercise its best efforts to ensure that all its contractors use only those roads;

(aa) maintain the designated haul roads and other roads, if any, used, clear of clay, waste materials and any other materials which may be deposited on those streets by contractors' vehicles removing material from the Land, all to the satisfaction of the Commissioner of Works and Operations of the City;

(bb) comply with any and all requirements of the City relating to the development and construction of the Project;

(cc) provide for the removal from the Land of all garbage and construction debris and shall provide all reasonable security, temporary light, heat, water, sanitary sewage, storm drains and power during construction of the Project;

(dd) construct adequate hoarding, and other necessary protection against construction operations for such streets as directed by the City and for other tenants, and their invitees, employees and agents on or near the Land, which hoarding and protection shall be approved by the City, acting reasonably;

(ee) comply with all reasonable rules and regulations set by the City with respect to the Project;

(ff) make available for inspection by the City and its auditors, from time to time, and at reasonable times and intervals, all books and records maintained by the Developer in connection with the Project and such other information and material as may be required by such auditors for the purpose of their audit and otherwise give such cooperation as may be required by such auditors for the purpose of their audit or as may be necessary for such auditors to carry out their duties on behalf of the City; and

(gg) make available to the City a reasonable number of copies of the "as built" drawings for the Project.

3.02 Damage to Watermain

If the existing domestic and high pressure watermains owned by the City are damaged by the Developer, its employees, agents, contractors or sub-contractors during the course of construction of the Project or during the period ending one year after completion thereof, as certified by the Commissioner of Works and Operations of the City, and such damage or leakage resulted from such construction then the Developer shall maintain and restore such watermains to at least the functional equivalent of such watermains as they existed prior to the commencement of construction of the Project. Each of the Developer and the City acknowledges that such watermains are susceptible to construction damage, particularly through soil movement resulting from excavation and construction.

4.00 APPROVAL OF PLANS AND SPECIFICATIONS

4.01 Approval

All drawings and specifications required to implement or amend the Final Project Plan shall be approved by the City, acting reasonably, and within fifteen (15) working days after receipt of such drawings and specifications for approval, the City shall give notice to the Developer in writing that it approves or that it withholds its approval (or that it approves parts thereof and which parts it withholds its approval of), and set forth, in reasonable detail, its reasons for withholding its approval. All approvals of drawings and specifications will be given in accordance with the Final Project Plan and the procedures set forth in this Article 4.00 and the City's approval of drawings and specifications shall be based upon their conformance with the Final Project Plan.

4.02 Deemed Approval

If the City does not provide the required notice to the Developer within the time limit herein set forth, the City shall be conclusively deemed to have approved the items submitted to it. If within the time limit set forth in Article 4.01 the City gives to the Developer written notice that it withholds its approval of certain items, together with its reasons for withholding its approval then, subject to Article 4.03, the Developer shall revise such items and re-submit them to the City for approval pursuant to Article 4.01.

4.03 Referral to Arbitration

If the City does not approve any drawings or specifications submitted by the Developer and the Developer is unwilling to revise such drawings and specifications then the matter shall be referred to arbitration pursuant to Article 6.00 hereof.

5.00 INDEMNIFICATION

5.01 Indemnification by Developer

The Developer hereby indemnifies and saves the City harmless of and from any and all liabilities of any nature or kind relating to or arising from the construction of the Project. Without limiting the generality of the foregoing, the Developer shall be responsible for any and all damage to property owned by third parties resulting from the construction of the Project.

Schedule "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

5.02 Immediate Repair of Damage

The Developer shall immediately repair all damage arising from the construction of the Project caused by it or its agents to any property owned by third parties or the City, including without limitation, any damage to the public and private roadways adjacent to the Land, landscaping (including trees and fountains) of adjacent property, damage to adjacent property resulting from inadequate shoring and the Developer shall restore same to the condition which existed immediately prior to the commencement of construction of the Project by the Developer. If the Developer does not immediately repair such damage, the City shall have the right but not obligation to repair such damage after giving seven (7) days prior written notice to the Developer and the Developer shall immediately reimburse the City for all reasonable costs and expenses incurred by the City in performing the Developer's obligation.

6.00 ARBITRATION

6.01 Appointment of Arbitrators

If the City and the Developer do not agree as to any of the matters which, if no agreement is reached upon them, are by the provisions of this Agreement to be determined by arbitration, any such disagreement shall be referred to three (3) arbitrators one of whom shall be chosen by the City, one by the Developer and the third by the two so chosen.

6.02 Failure to Appoint

If within fifteen (15) days of notification that a matter is to be referred to arbitration under Article 6.01, the party receiving the notice fails to appoint an arbitrator or the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party not in default in making the required appointment or either one of the arbitrators appointed by the parties may apply to a Judge of the Court of Queen's Bench of Manitoba for the appointment of an arbitrator to represent the party in default in making the required appointment of the third arbitrator or both of such arbitrators.

6.03 Compliance with Act

The arbitration shall be conducted upon the terms and conditions and subject to the provisions of *The Arbitration Act* of the Province of Manitoba and shall be final and binding on the parties hereto.

Schedule "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

7.00 REMEDIES ON DEFAULT

7.01 Deemed Default

If the Developer defaults under the terms of the Lease or any other agreements referred to herein to which it is a party, and the Developer has not remedied or commenced to rectify the default in accordance with the Lease or such agreements, then the Developer shall be deemed to have defaulted under the terms of this Agreement.

7.02 Remedies

If the Developer defaults under the terms of this Agreement or under the terms of the Lease and the City terminates the Lease under the provisions thereof or if the Lease is terminated under Article XIX of the Lease, then the City shall have whatever remedies that are available under the Lease or any other agreement to which the Landlord and the Tenant are parties and generally at law and without limiting the foregoing, the City may, at its option:

(a) either by itself or its lawfully authorized agent or nominee, enter and re-enter into and upon the Land and Project or any part thereof in the name of the whole and have again, repossess and enjoy its former estate free and clear of all claims of the Developer and the Project shall be forfeited to and become the property of the Landlord as liquidated damages without compensation therefor to the Developer;

(b) immediately acquire all of the right, title and interest of the Developer in any and every agreement, lease, license and easement granted to the Developer in connection with the Project, including all construction contracts, development agreements, performance bonds, labour and material bonds, all manufacturer's warranties and guarantees received by the Developer in respect of the Project, and commitments for the financing of the construction of the Project together with all documents evidencing or related to such rights and the Developer hereby appoints the City its attorney for the purpose of effecting the assignment of any of such rights, title and interest from the Developer to the City; and

(c) terminate this Agreement and any of the agreements referred to herein.

Schedule "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

8.00 DAMAGES

8.01 Damages

The Developer acknowledges that if the Developer does not, for any reason, proceed with the development of the Land and the construction of the Project in accordance with the Final Project Plan and the terms of this Agreement, then the City will suffer damages and the Developer shall indemnify and save harmless the City from any such damages.

9.00 MISCELLANEOUS PROVISIONS

9.01 Press Releases

All press releases and notices to the public, including site signs in connection with or related to this Agreement and the development contemplated by it will be approved by the parties before being made, which approval, if reasonably possible will relate not only to the content of the press release or notice, in each case, but also to the date and time of its being made and the media utilized; provided that the Developer shall be entitled to disseminate information as to the progress of the Project in its normal course of its business and its public relations.

9.02 Notice

Any notice required or permitted to be given hereunder shall be effectively given if in writing and mailed to the City at:

or to the Developer and the Covenantors at:

by registered mail, postage prepaid, delivered or sent by telecopier to such address. If such notice is mailed, it shall be deemed to be given on the fourth business day following that on which the letter containing the notice is posted. If such notice is transmitted by telecopier, it shall be deemed to be given on the next business day following the date it was sent. Any party to the Agreement may change its address for notice purposes from time to time by notice given in accordance with this provision.

Schedule "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

9.03 Entire Agreement

This Agreement, the Lease and all of the documents referred to therein constitute the entire agreement between the parties. There are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties except as otherwise agreed to in writing.

9.04 Time of Essence

Time shall be of the essence of this Agreement.

9.05 Headings

The captions and headings in this Agreement are for convenience of reference only and shall not be referred to in connection with or affect the scope, intent or interpretation of any provision hereof.

9.06 Enurement

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

9.07 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Manitoba and each of the parties hereto hereby attorn to the jurisdiction of the Province of Manitoba.

9.08 Severability

Each provision of this Agreement is intended to be severable and if any term or provision of this Agreement is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity of the remainder of this Agreement.

9.09 Prohibition

No member of the House of Commons of Canada shall directly or indirectly have an interest in this Agreement or any part thereof or make any commission pursuant to this Agreement or be entitled to any benefit to arise therefrom.

Schedule "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated July 22, 1997 (continued)

9.10 No Assignment

This Agreement shall not be assignable by either of the parties hereto, except that the Developer shall be entitled to assign this Agreement to any associated, affiliated or related corporation with the prior written consent of the City, not to be unreasonably withheld, provided that the Developer shall remain bound by the covenants set forth in this Agreement.

9.11 No Unreasonable Delay

Except as herein otherwise provided, no party hereto shall unreasonably withhold or delay any approval or consent required to be given pursuant to this Agreement. Any such approval or consent shall be deemed not be have been unreasonably delayed if it is given as expeditiously as possible, having regard to the circumstances.

9.12 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 any and 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.

9.13 Provisions of Lease Relating to this Agreement

It is understood and agreed that all schedules hereto and all provisions of the Lease relating to the construction of the Project shall form part of this agreement including, without limitation Articles IV and VII of the Lease.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE CITY OF WINNIPEG

Per:

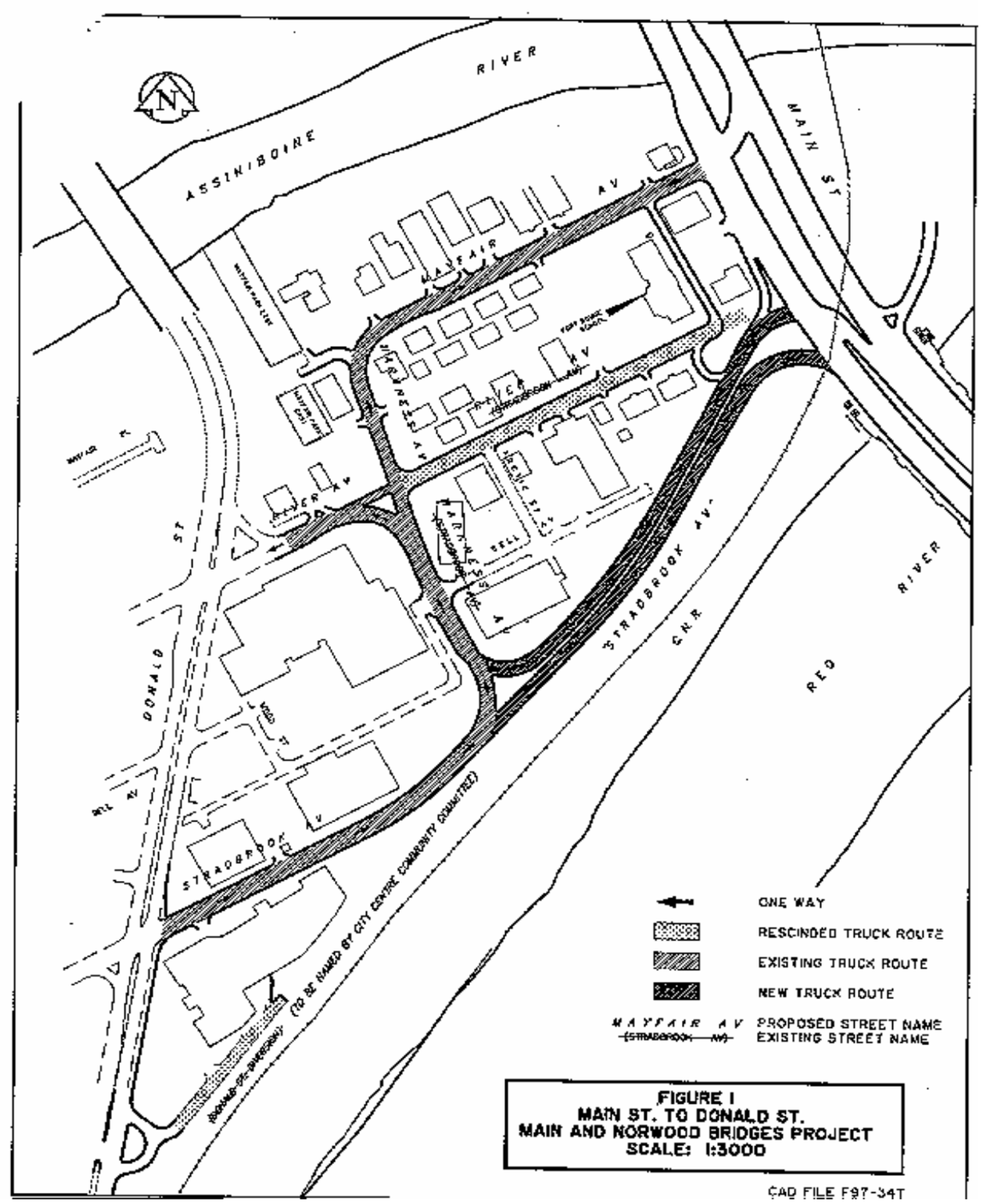
Per:

RIVERSIDE PARK MANAGEMENT INC.

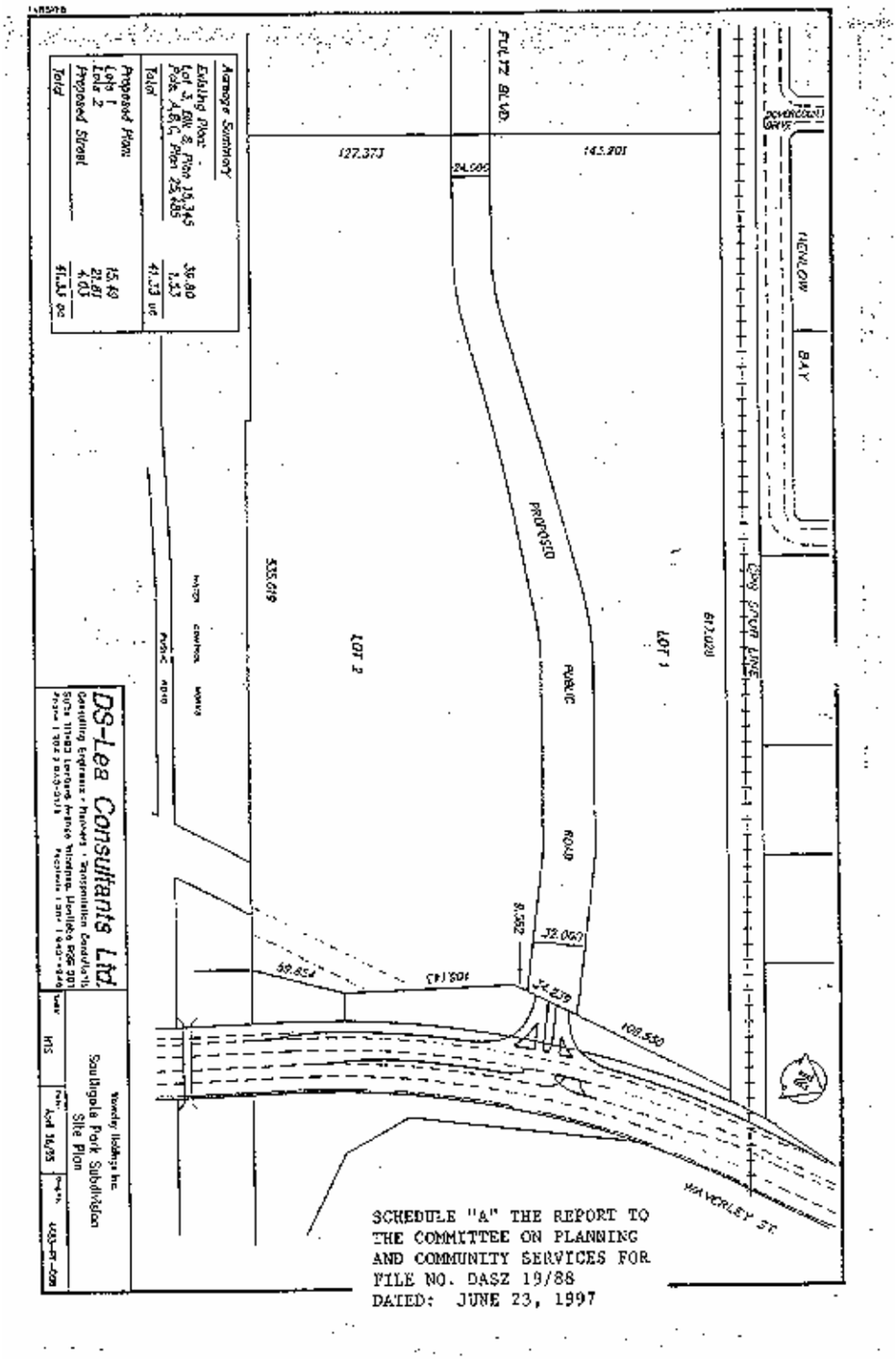
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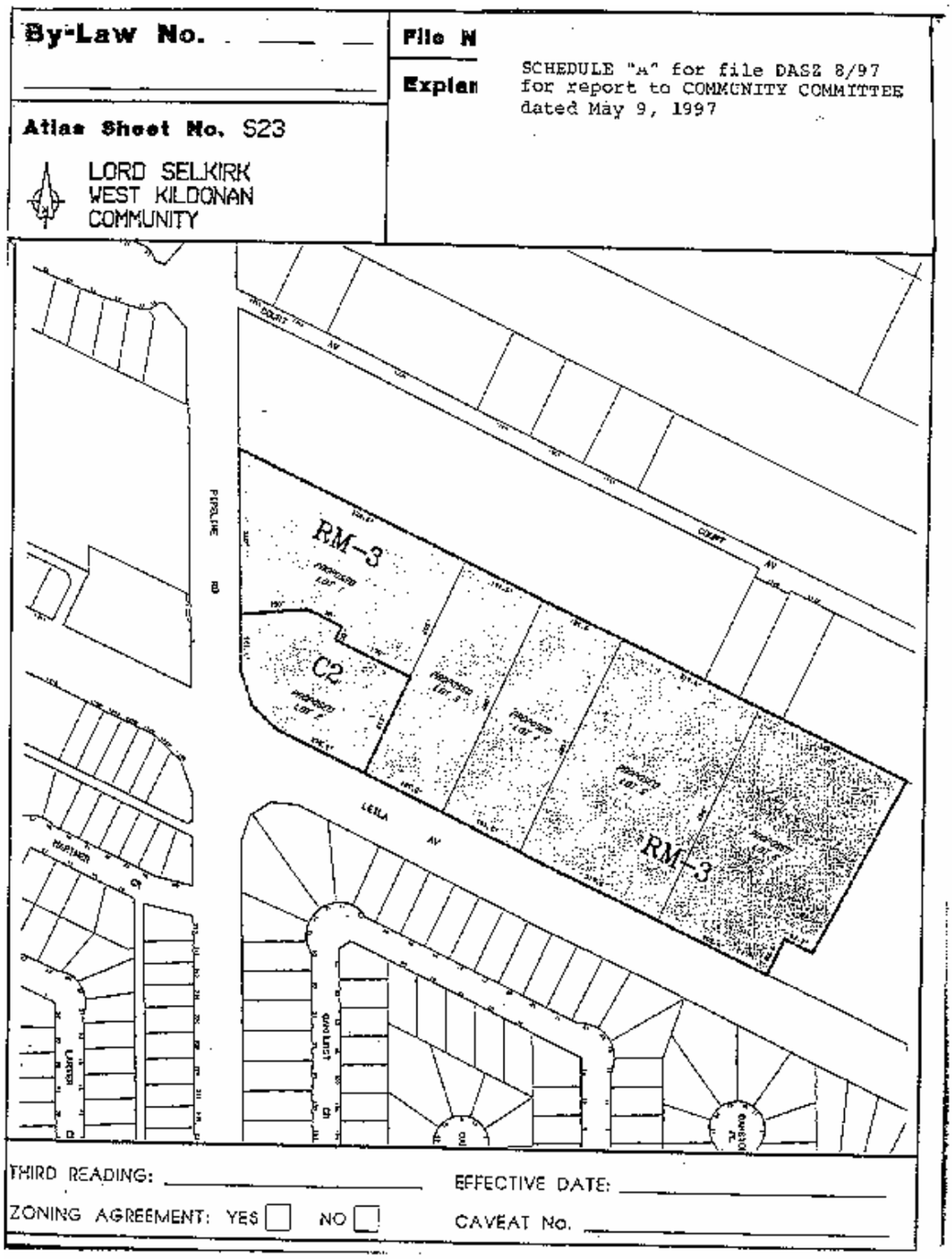
933 - Appendix “A” referred to in Clause 6 of the Report of the Committee on Works and Operations dated July 8, 1997



934 - Schedule “A” referred to in Clause 2 of the Report of the Committee on Planning and Community Services dated July 7, 1997



935 - Schedule “A” referred to in Clause 3 of the Report of the Committee on Planning and Community Services dated July 7, 1997



Schedule “B” referred to in Clause 3 of the Report of the Committee on Planning and Community Services dated July 7, 1997

RE: Proposed subdivision and rezoning of land located at the north east corner of Leila Avenue and Pipeline Road - DASZ 8/97

An application has been submitted by Kingsford Developments (Wpg.) Ltd., 205 - 377 Henderson Highway, Winnipeg, to subdivide and rezone land located at the north east corner of Leila Avenue and Pipeline Road. The application has been reviewed by the Administrative Coordinating Group and the following conditions of approval are recommended:

The Applicant shall, prior to enactment of the subdivision and rezoning by-law by Council, submit an engineering report prepared by a qualified municipal engineer outlining how it is proposed to handle the land drainage runoff from this site. The regional plan for this area indicates that a maximum of 6 acres of the developer’s property can discharge directly to the Leila Trunk, with the remainder flowing north to a future retention basin. The engineering report should recommend interim measures to restrict runoff, provide on-site storage and provide for future connection to the retention basin; or alternatively, design a system which will provide for permanent restricted outflow and on-site storage with no need for future connection to the retention basin.

Secondly, it is proposed that the Developer pay its proportionate share of the cost of concrete pavements previously installed or to be installed by the City in Leila Avenue between Pipeline Road and the Hydro Transmission Line and in Pipeline Road between Leila Avenue and the future Kildonan Corridor on an area basis for the area bounded by Leila Avenue, Pipeline Road, the future Kildonan Transportation Corridor and the Manitoba Hydro Transmission Line as shown on the attached sketch identified as Schedule "X". It should be noted that in the absence of any prior agreements with all the parties who are intended to participate in the cost-sharing arrangement, there is a possibility that the City might be unable to collect the area charge from all properties. The Administrative Coordinating Group is of the opinion however that the recommended cost-sharing formula is more equitable than charging only those properties abutting the pavement work for those works.

Thirdly, the Developer shall enter into a Servicing Agreement with the City as follows:

1. a) The Developer shall, at no expense to the City, install a wastewater sewer to serve the proposed development as determined by and to the satisfaction of the Commissioner of Works and Operations.

   b) The Developer shall pay its share of the cost of underground services constructed by the City and others in Leila Avenue and in Pipeline Road and benefiting the proposed development on a frontage basis as determined by the Commissioner of Works and Operations and the Commissioner of Finance and Administration including the commutation of the outstanding levies for the land drainage sewer in Leila Avenue assessed under By-law 2542/80.

   c) The Developer shall pay a land drainage trunk capacity charge and its share of the cost of the oversized wastewater sewer in Pipeline Road all as determined by the Commissioner of Works and Operations.

Schedule "B" referred to in Clause 3 of the Report of the Committee on Planning and Community Services dated July 7, 1997 (continued)

2. a) The Developer shall pay its share of the cost of the following improvements on an area basis for the area bounded by Leila Avenue, Pipeline Road, the future Kildonan Transportation Corridor and the Manitoba Hydro Transmission Line as determined by the Commissioner of Works and Operations:

   i) a 4.0 m width by 200 mm in thickness portland cement concrete pavement in Leila Avenue between Pipeline Road and the Manitoba Hydro Transmission Line;

   ii) an 8.3 m in width by 200 mm in thickness concrete pavement in Pipeline Road between Leila Avenue and the future Kildonan Transportation Corridor;

   iii) ornamental lighting, sidewalks, boulevard landscaping and any accessory land drainage works in conjunction with the above works.

3. a) The Developer shall, at no expense to the City, construct a portland cement concrete sidewalk to a width of 1.5 m and a thickness of 100 mm on the east side of Pipeline Road from Leila Avenue to the north limit of the Planned Area to the satisfaction of the Commission of Works and Operations.

   b) The sidewalk shall be constructed prior to the processing of building permits for the lots fronting the sidewalk, all as determined by and to the satisfaction of the Commissioner of Works and Operations.

4. The Developer shall, at no expense to the City, install sod and plant trees on the boulevard on the east side of Pipeline Road; all in accordance with construction plans and specifications prepared and submitted by the Developer and approved, prior to installation, by the Director of Parks and Recreation. The Developer shall, at no expense to the City, maintain the boulevard improvements for a period of one year in accordance with specifications of the Director of Parks and Recreation.

5. The works described in clauses 3. and 4. shall be credited against the Developer's share of the cost of improvements described in clause 2.

6. The Developer shall, at no expense to the City, provide underground electrical and telephone services to serve the proposed development and shall pay the full cost of converting any existing overhead services within the proposed development to underground.

7. The Developer shall pay all costs associated with the installation and/or relocation of street lights and other utilities made necessary as a result of or to accommodate works required to serve the proposed development, as determined by the Commissioner of Works and Operations.

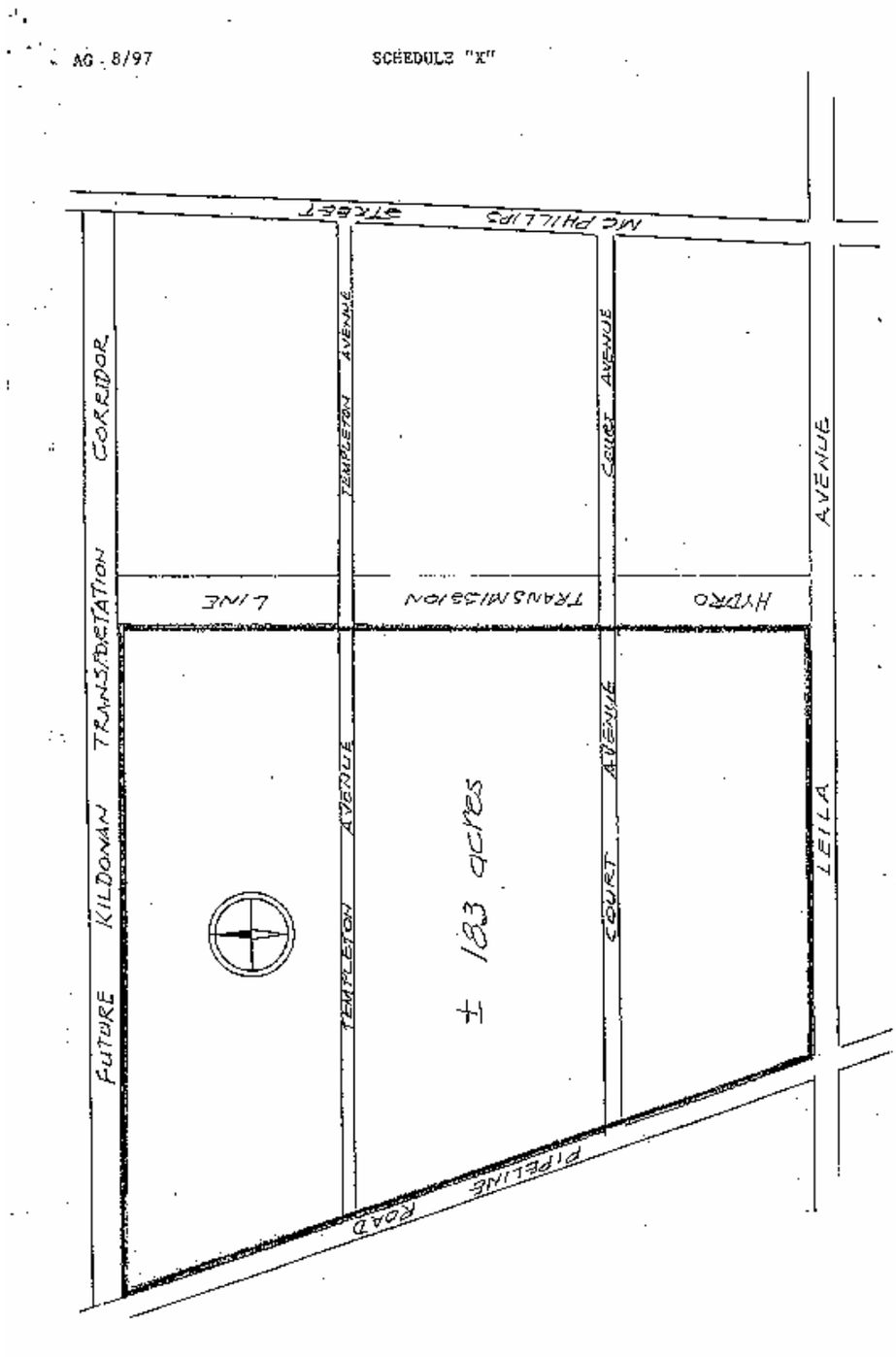
8. The Developer shall pay to the City $1,200.00 per gross acre in lieu of the City's administrative costs associated with the preparation and implementation of the Servicing Agreement.

9. The Developer shall pay for the full cost of engineering services provided by or on behalf of the City in connection with the installation of municipal services required to serve the proposed development.

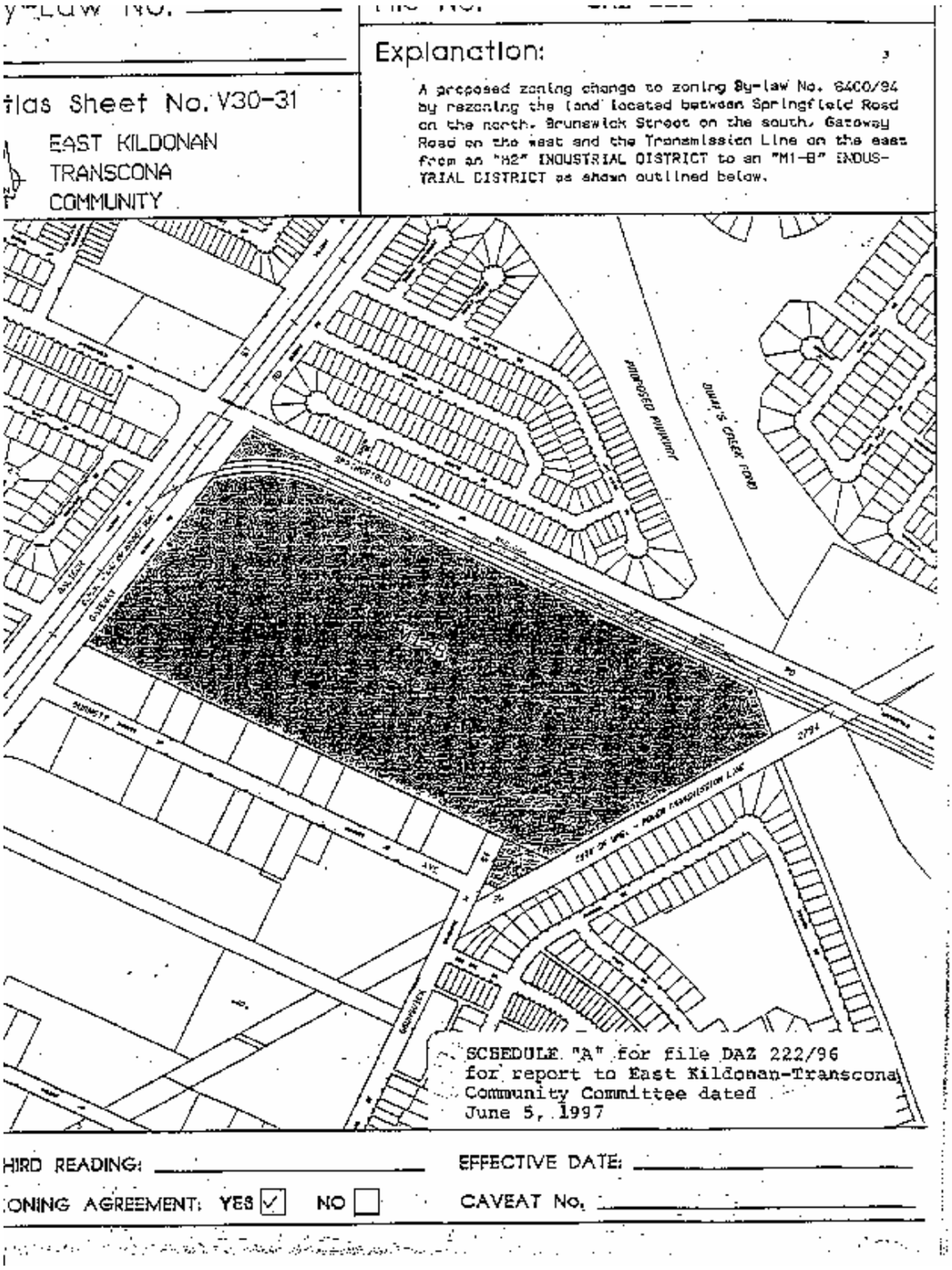
10. a) The construction access route for the proposed development shall be via Leila Avenue and Pipeline Road to the site.

    b) The Developer shall be responsible for the cleaning of the access routes of all tracked-on or spilled mud emanating from the proposed development to the satisfaction of the Commissioner of Works and Operations.

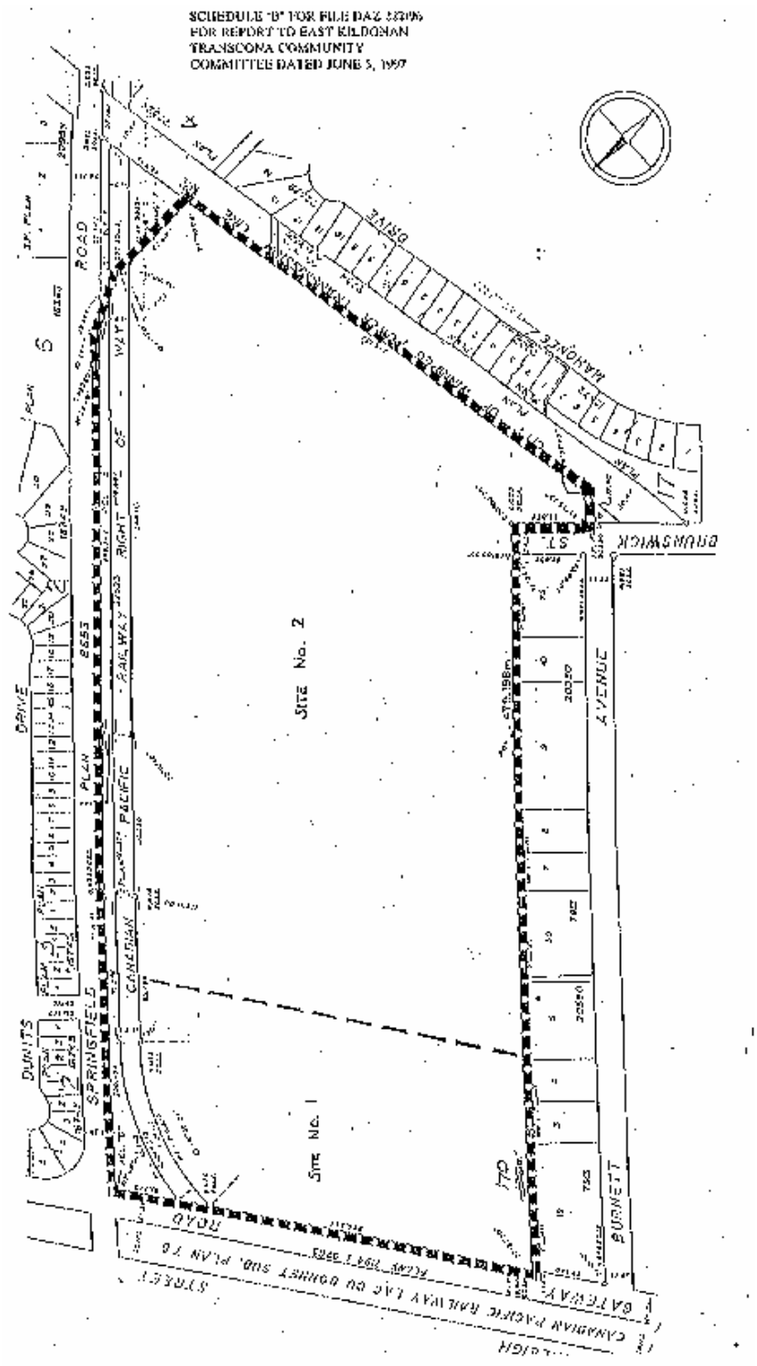
Schedule “B” referred to in Clause 3 of the Report of the Committee on Planning and Community Services dated July 7, 1997 (continued)



936 - Schedule “A” referred to in Clause 5 of the Report of the Committee on Planning and Community Services dated July 7, 1997



Schedule “B” referred to in Clause 5 of the Report of the Committee on Planning and Community Services dated July 7, 1997



Schedule “C” referred to in Clause 5 of the Report of the Committee on Planning and Community Services dated July 7, 1997

RE: Proposed rezoning of land located at the south east corner of Springfield Road and Gateway Road - DAZ 222/96

An application has been submitted by Palliser Furniture Ltd. to rezone land located at the southeast corner of Springfield Road and Gateway Road.

It is recommended that approval of this application be subject to the Developer entering into a Servicing Agreement containing the following provisions:

1. a) The Developer shall, at no expense to the City, install land drainage sewers including catchbasins required to accommodate the proposed and existing surface drainage including the Winnipeg Hydro Transmission Line Right-of-way, to the satisfaction of the Commissioner of Works and Operations. The Developer shall restrict runoff from the site to a runoff co-efficient not exceeding 0.50 to the satisfaction of the Commissioner of Works and Operations.

   b) The Developer shall pay a land drainage trunk capacity charge as determined by the Commissioner of Works and Operations. Based on the 1996 rate therefor that charge is calculated as follows: 57.51 acres x $7,589.00/acre = $436,443.39

   Payment shall be made proportionally with the development of the 2 sites shown on Schedule "A" hereto as determined by the Commissioner of Works and Operations.

2. The Developer shall construct and maintain a landscaped buffer strip between the C.P.R. spur tracks and the edge of the pavement on Springfield Road in order to mitigate the effects of the proposed industrial development on the existing residential lands located north of Springfield Road. The City shall offset the servicing costs associated with Site 2 by the cost estimated at $193,000.00 of constructing the buffer including yearly maintenance costs and realty taxes.

3. The Developer shall pay its share of the cost of improvements installed or to be installed by the City in Springfield Road and Gateway Road on the basis of frontage rates prevailing at the time payment is made. Payment shall be made proportionally with the development of the 2 sites shown on Schedule "A" hereto as determined by the Commissioner of Works and Operations.

   Based on 1997 rates that share is calculated as follows:

	Site 1 (fronting on Gateway Road)	
1.	Gateway Road services	$ 66,265.00
2.	Springfield Road services	$100,805.00
		$167,070.00
	Site 2 - (fronting on Springfield Road only)	
1.	Springfield Road services	$297,390.00
2.	Off-set for Springfield Road buffer	(193,000.00)
		$104,390.00

Schedule "C" referred to in Clause 5 of the Report of the Committee on Planning and Community Services dated July 7, 1997 (continued)

4. The Developer shall, at no expense to the City, construct a concrete pavement complete with a land drainage sewer, ornamental street lighting and boulevard sodding in Brunswick Street north of Burnett Avenue as determined by and to the satisfaction of the Commissioner of Works and Operations. (This obligation will expire upon City Council approving the closing of Brunswick Street north of Burnett Avenue and the sale of the closed street to the Developer.)

5. If the Developer designs and installs an internal wastewater sewer system with a single connection to the interceptor sewer in Springfield Road or, if technically feasible, with a single connection to the wastewater sewer in Gateway Road, there will be no charge for the interceptor sewer. Otherwise charges of $16,127.00 and $61,085.00 will be payable with respect to Site 1 and Site 2, respectively.

6. The Developer shall pay the cost of removing litter generated from the builders' activities, and the deposits of earth, mud, clay, etc., on City streets from vehicles or wheels of vehicles generated from the builders' activities until the building phase has been completed.

7. The Developer shall provide all easements as required by the Commissioner of Works and Operations.

8. a) The Developer shall, at no expense to the City, construct a northbound to eastbound right-turn cut-off in the southeast corner of the intersection of Springfield Road and Gateway Road, as determined by and to the satisfaction of the Commissioner of Works and Operations. The Developer shall, at no expense to the City, dedicate land required to accommodate the right turn cut-off as determined by the Commissioner of Works and Operations.

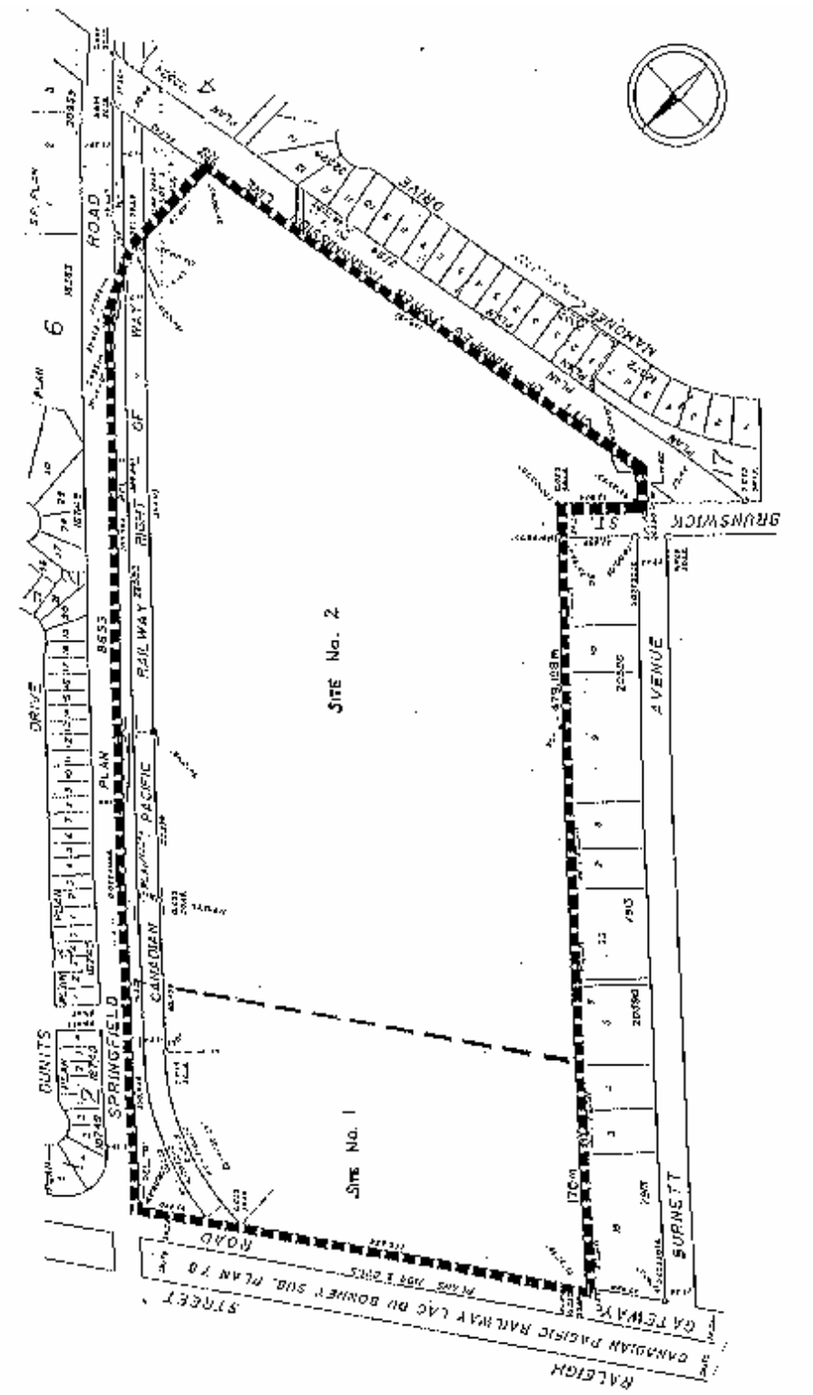
   b) Development on Site 1, is to be limited to not more than 4650 sq. m. (50,000 sq. ft.) until a further review of potential traffic impacts is carried out and improvements constructed to accommodate the additional traffic.

9. The Developer shall pay $5,000.00 in lieu of administrative and other costs associated with the preparation and implementation of the Servicing Agreement.

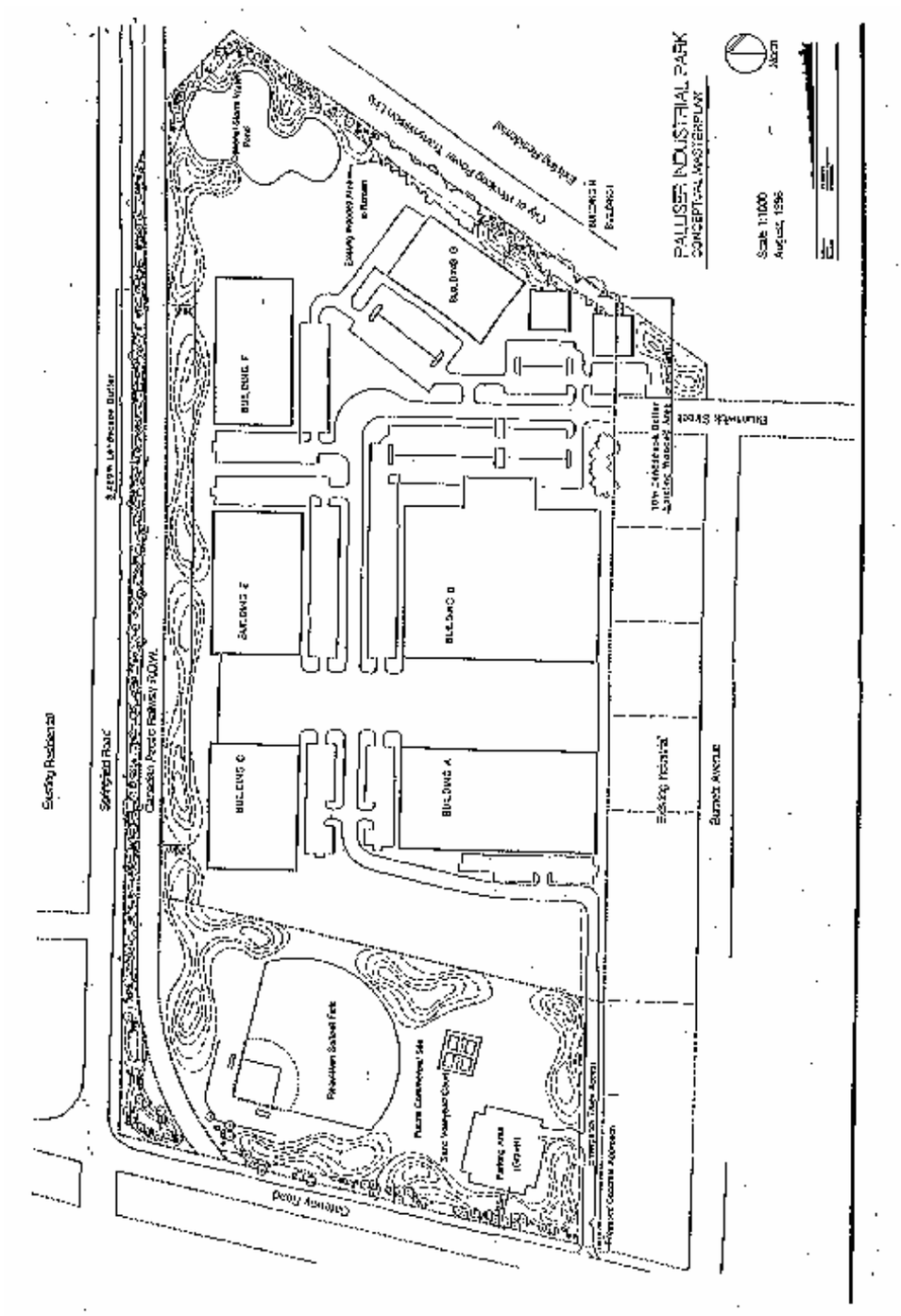
10. The Developer shall pay the full cost of engineering services provided by or on behalf of the City with respect to the installation of municipal services required to serve the proposed development.

It is also recommended that 10% dedication of land for public open space be waived in this instance as this was fully provided by the Developer through Development Agreement AG 29/80, which Agreement dealt with the completion of Mahonee Drive and acquisition of land for transportation, parks and waterway purposes.

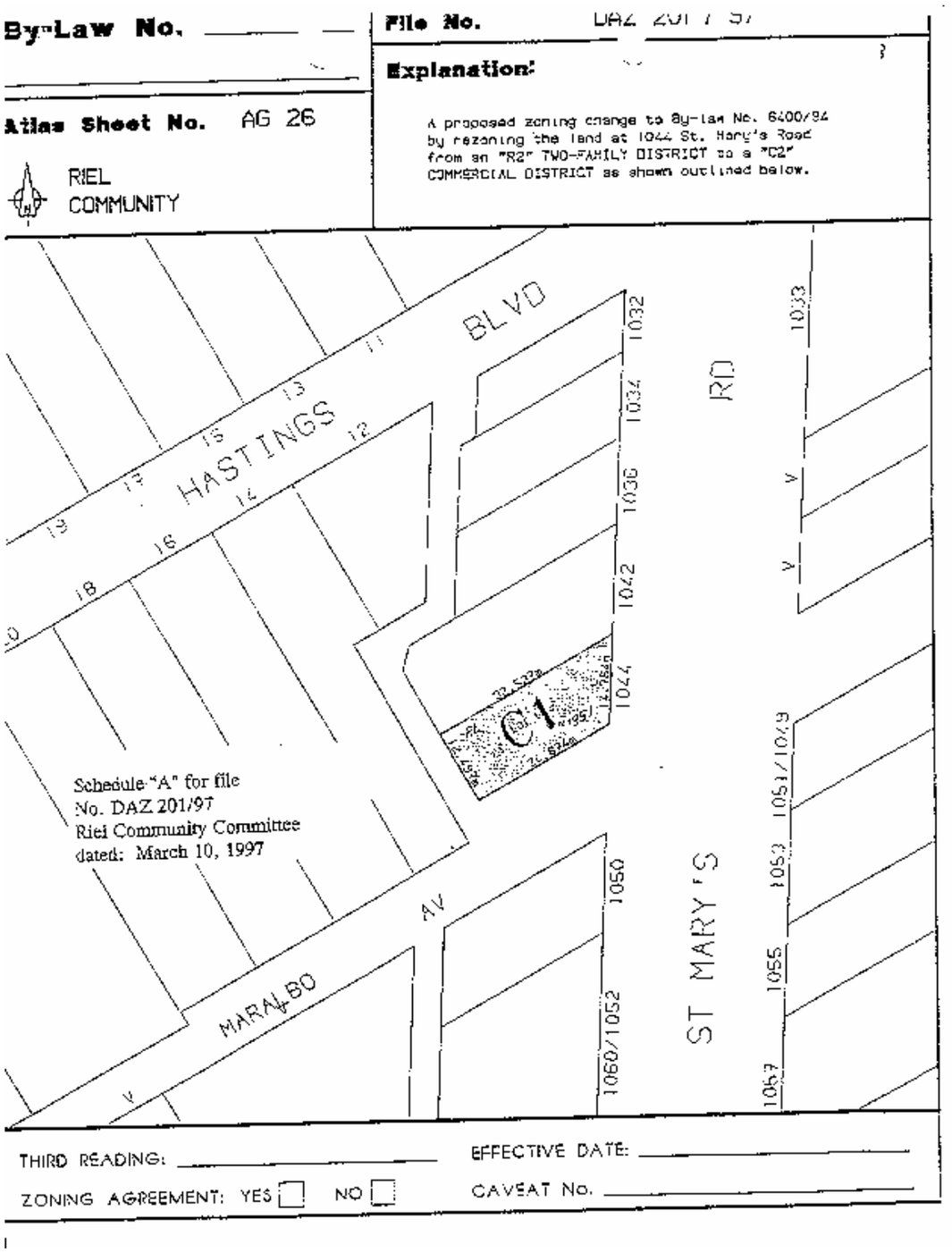
Schedule “C” referred to in Clause 5 of the Report of the Committee on Planning and Community Services dated July 7, 1997 (continued)



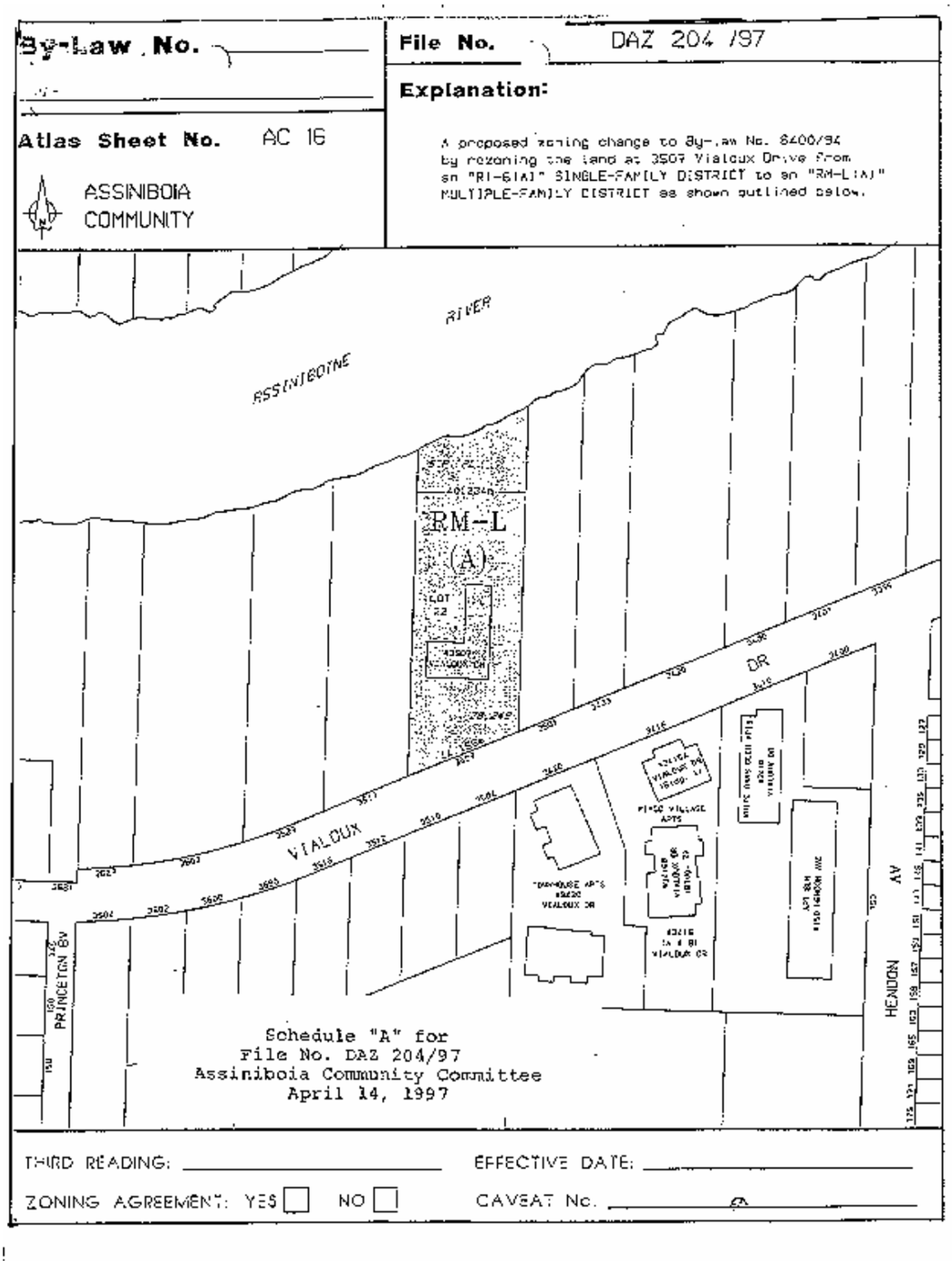
Schedule “C” referred to in Clause 5 of the Report of the Committee on Planning and Community Services dated July 7, 1997 (continued)



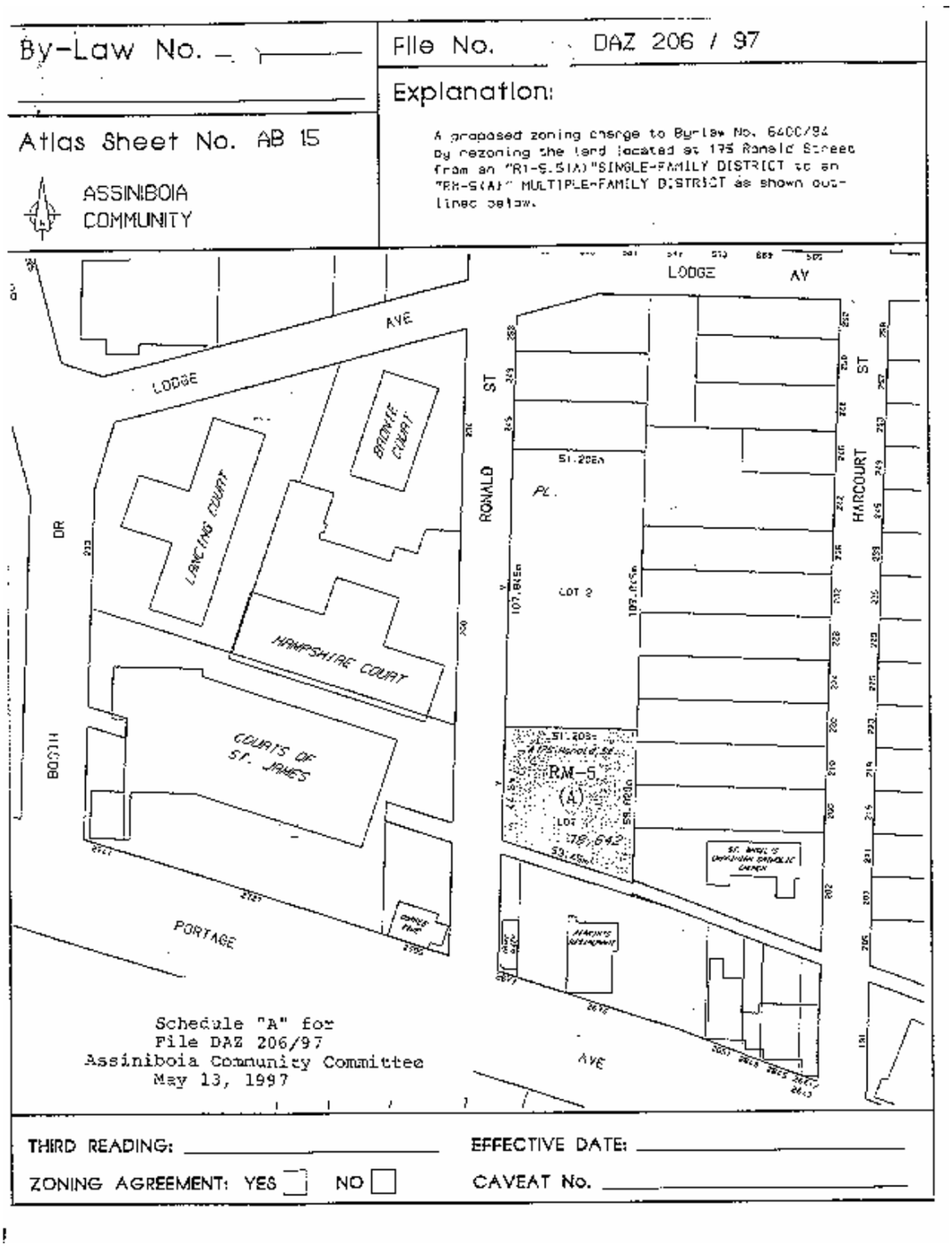
937 - Schedule "A" referred to in Clause 6 of the Report of the Committee on Planning and Community Services dated July 7, 1997



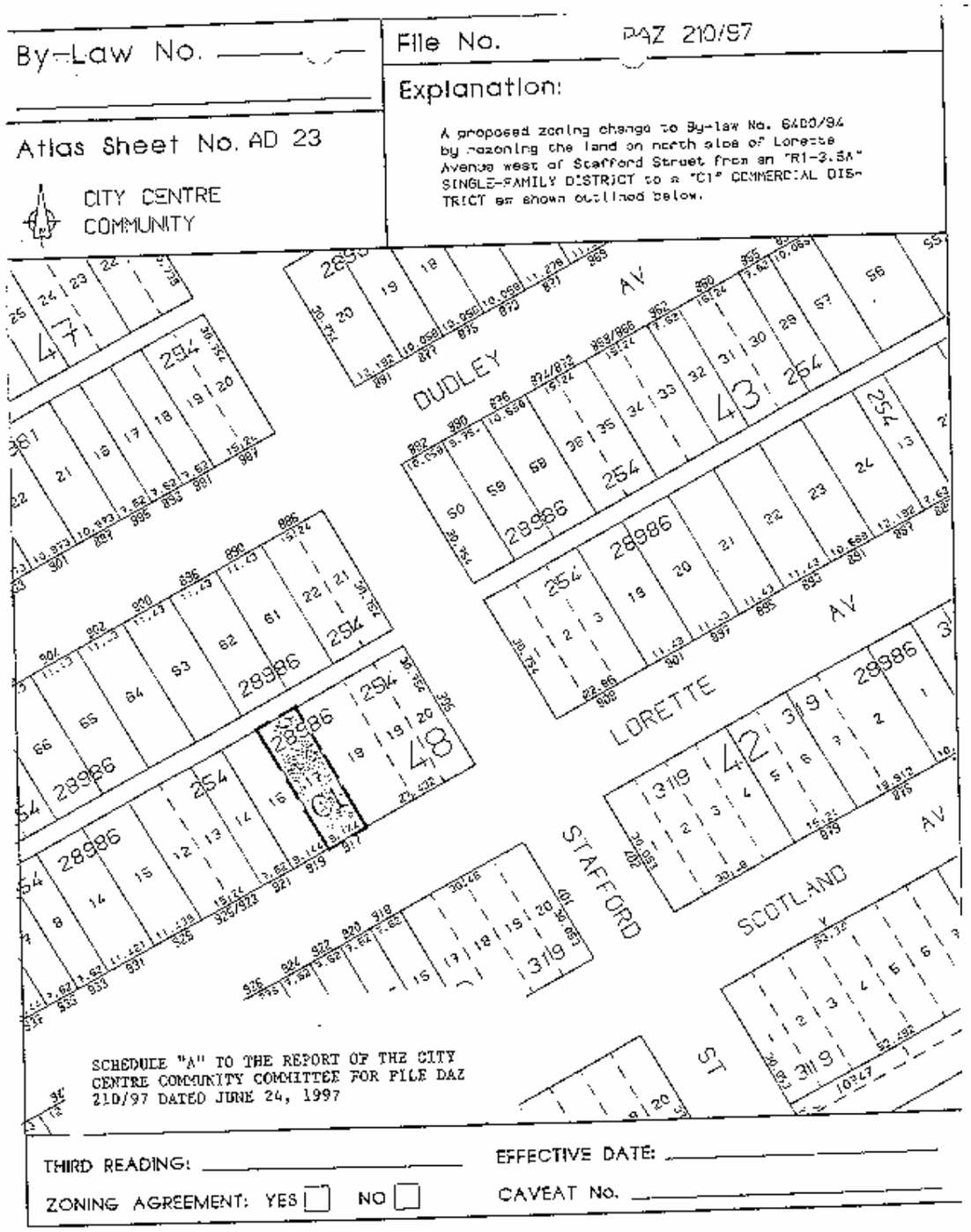
938 - Schedule “A” referred to in Clause 7 of the Report of the Committee on Planning and Community Services dated July 7, 1997



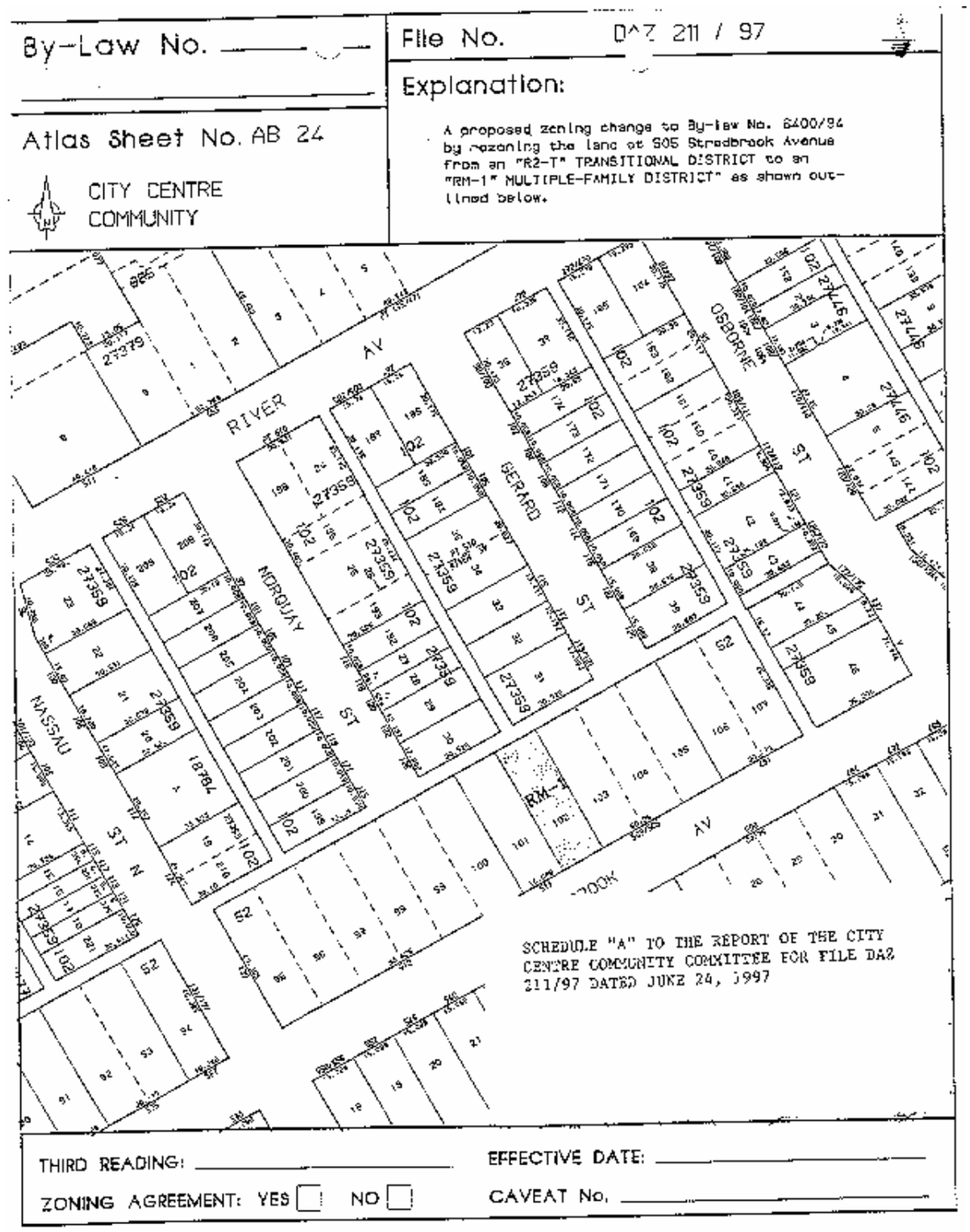
939 - Schedule “A” referred to in Clause 8 of the Report of the Committee on Planning and Community Services dated July 7, 1997



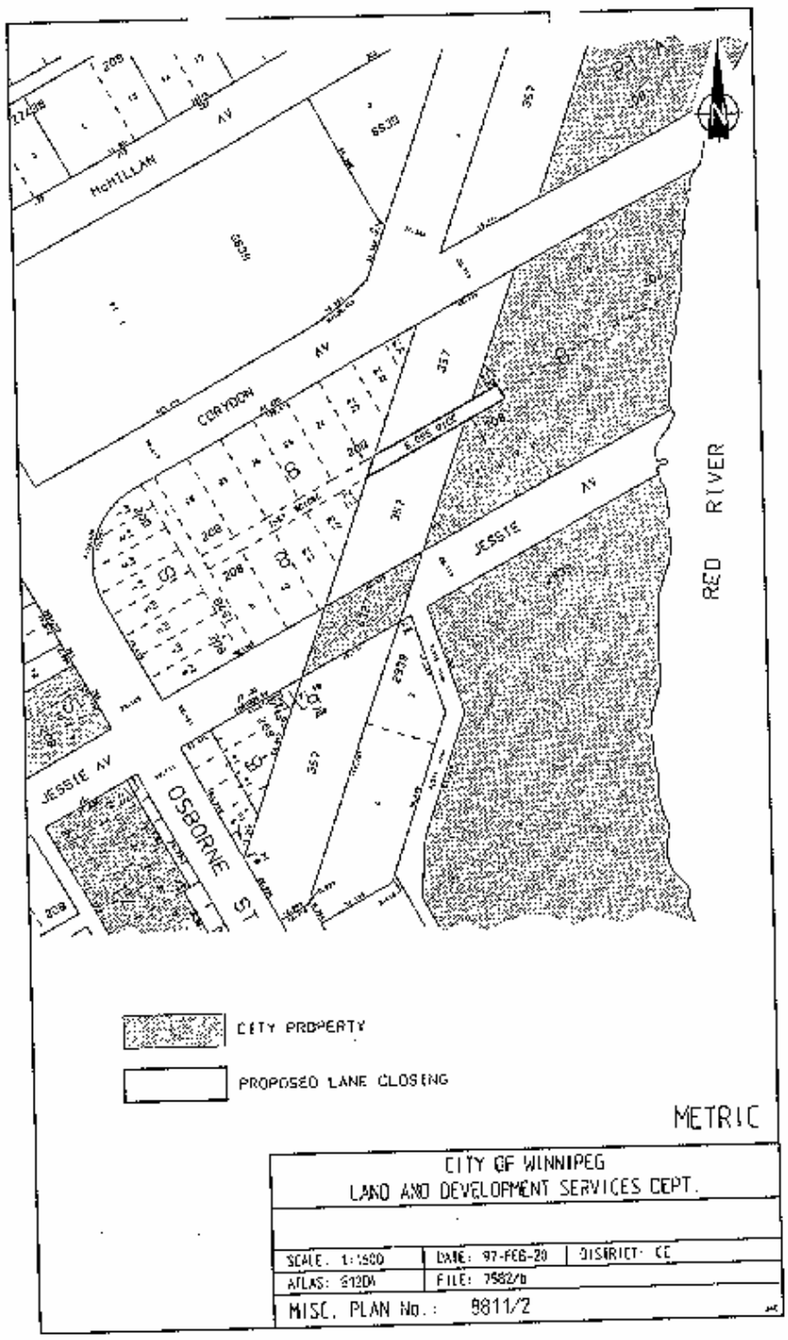
940 - Schedule “A” referred to in Clause 9 of the Report of the Committee on Planning and Community Services dated July 7, 1997



941 - Schedule “A” referred to in Clause 10 of the Report of the Committee on Planning and Community Services dated July 7, 1997



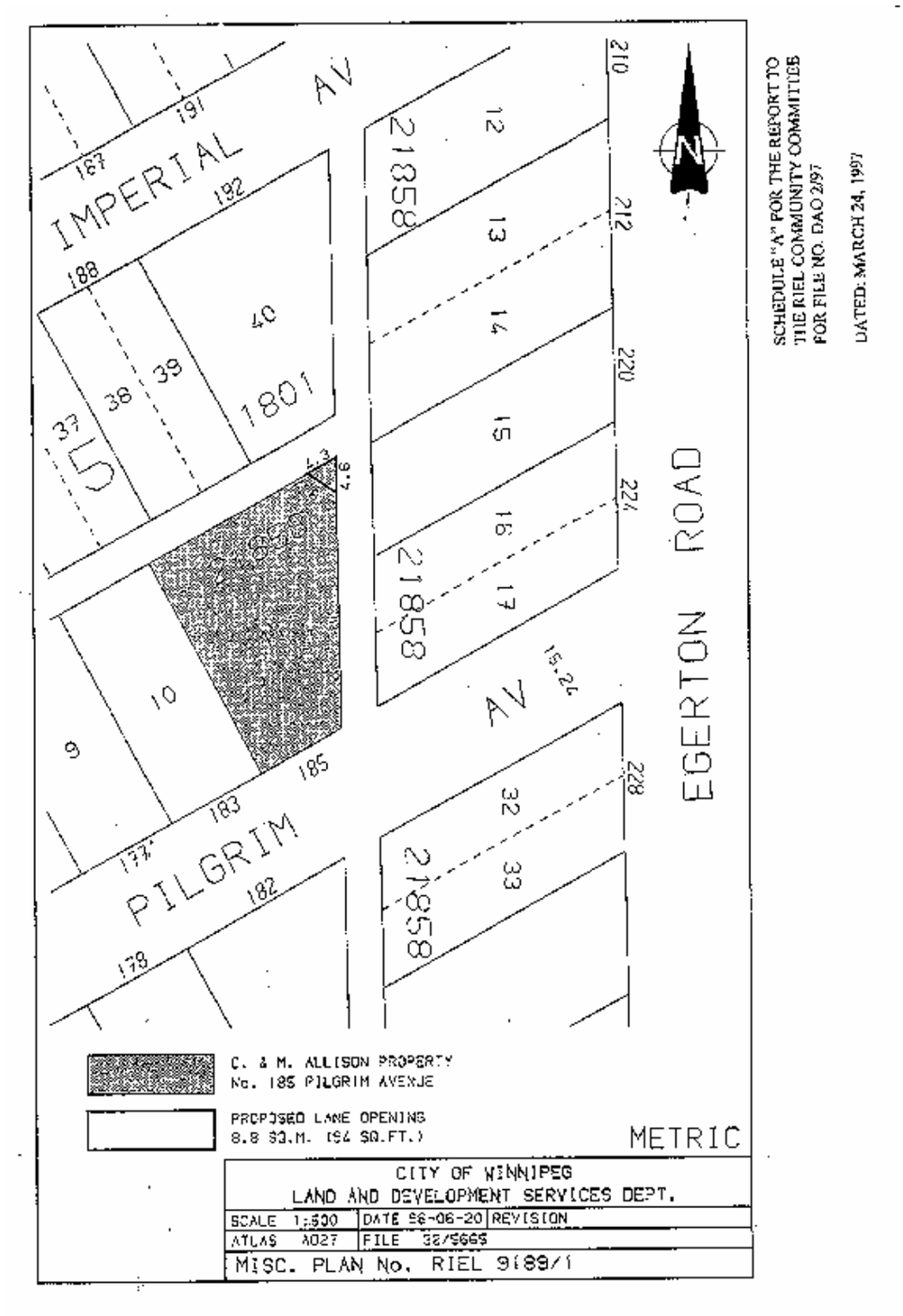
942 - Schedule “A” referred to in Clause 11 of the Report of the Committee on Planning and Community Services dated July 7, 1997



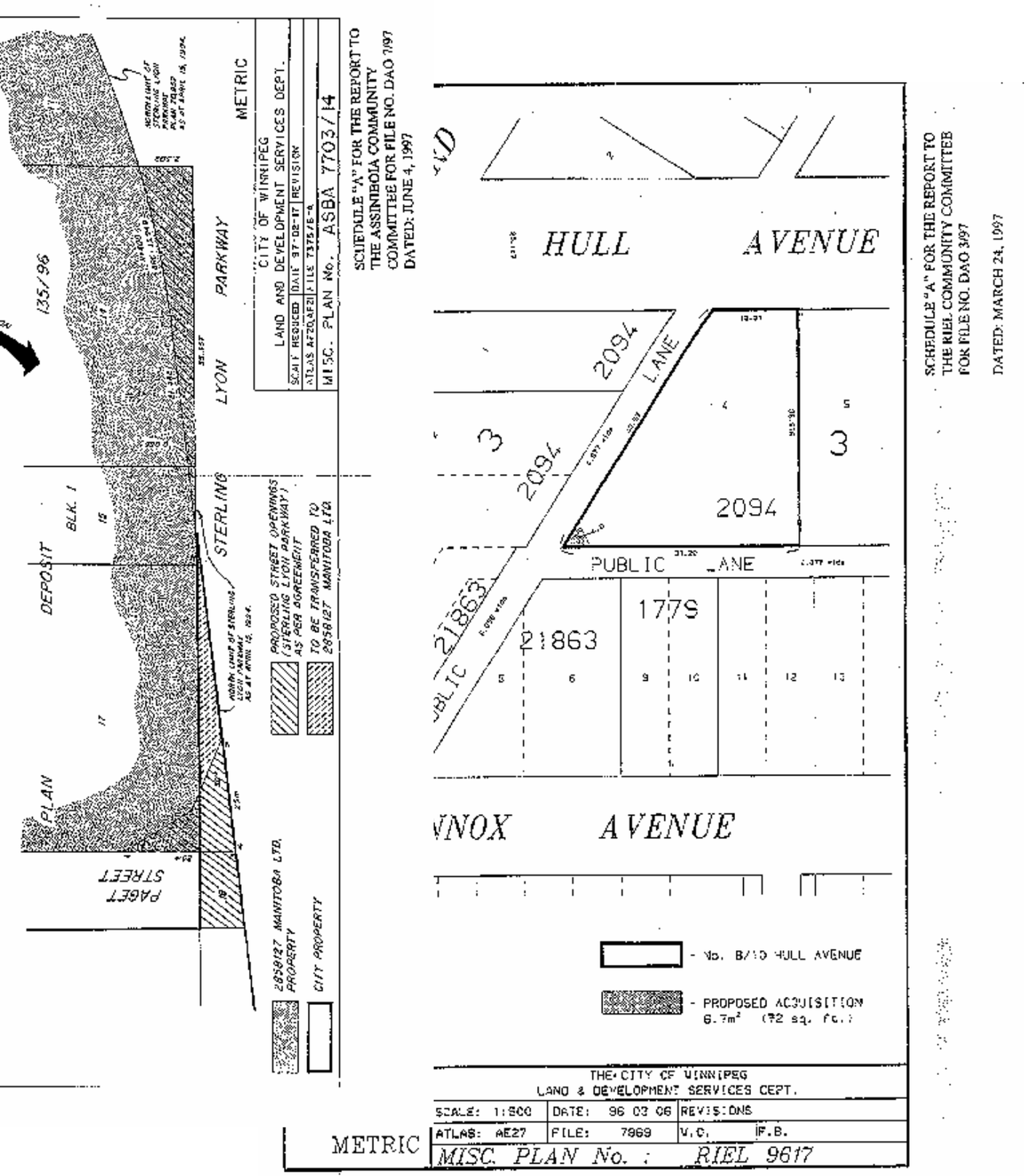
SCHEDULE "A" FOR THE REPORT TO THE CITY CENTRE COMMUNITY COMMITTEE FOR FILE NO. DAC 5/97

DATED: APRIL 23, 1997

943 - Schedule "A" referred to in Clause 12 of the Report of the Committee on Planning and Community Services dated July 7, 1997

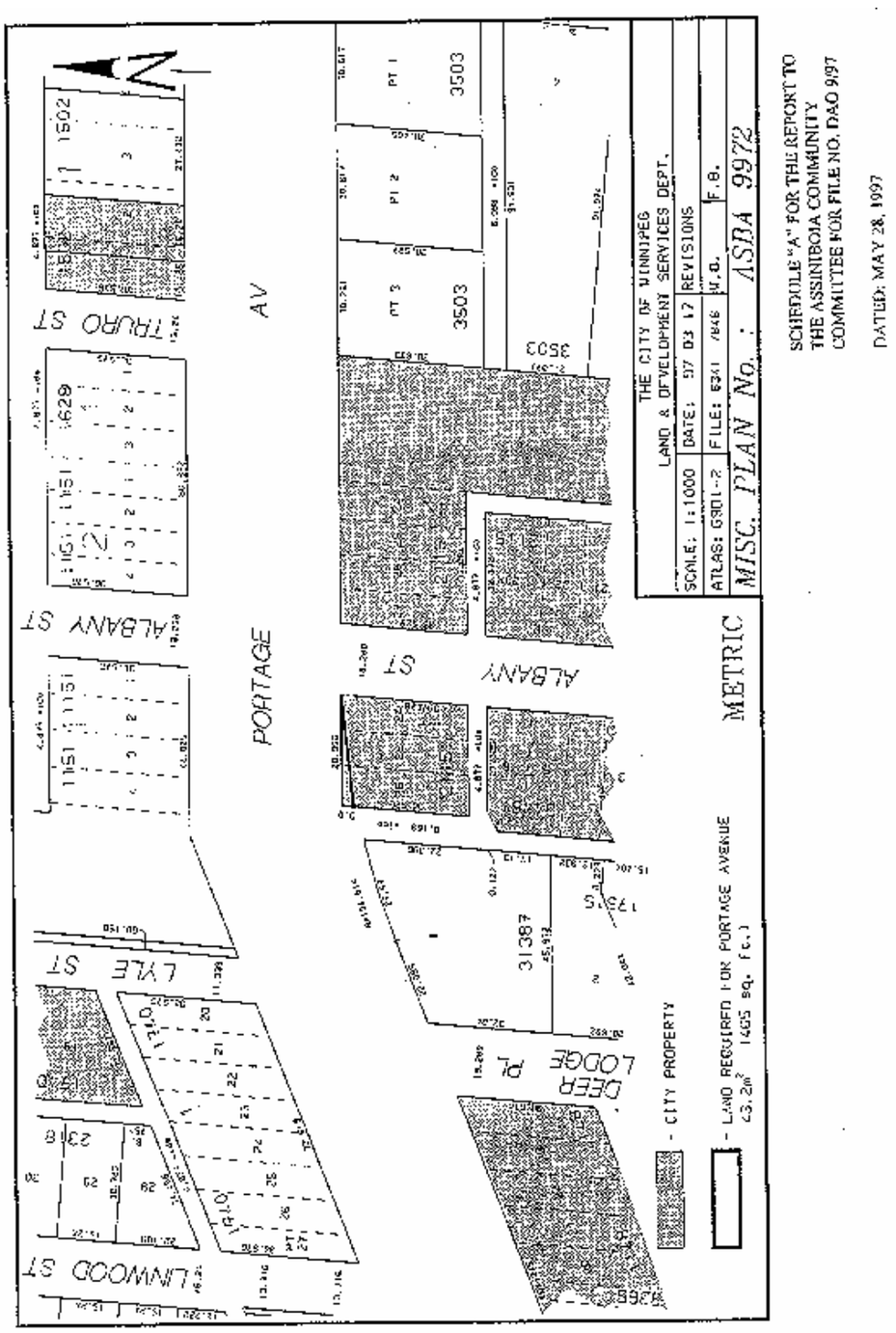


944 - Schedule “A” referred to in Clause 13 of the Report of the Committee on Planning and Community Services dated July 7, 1997

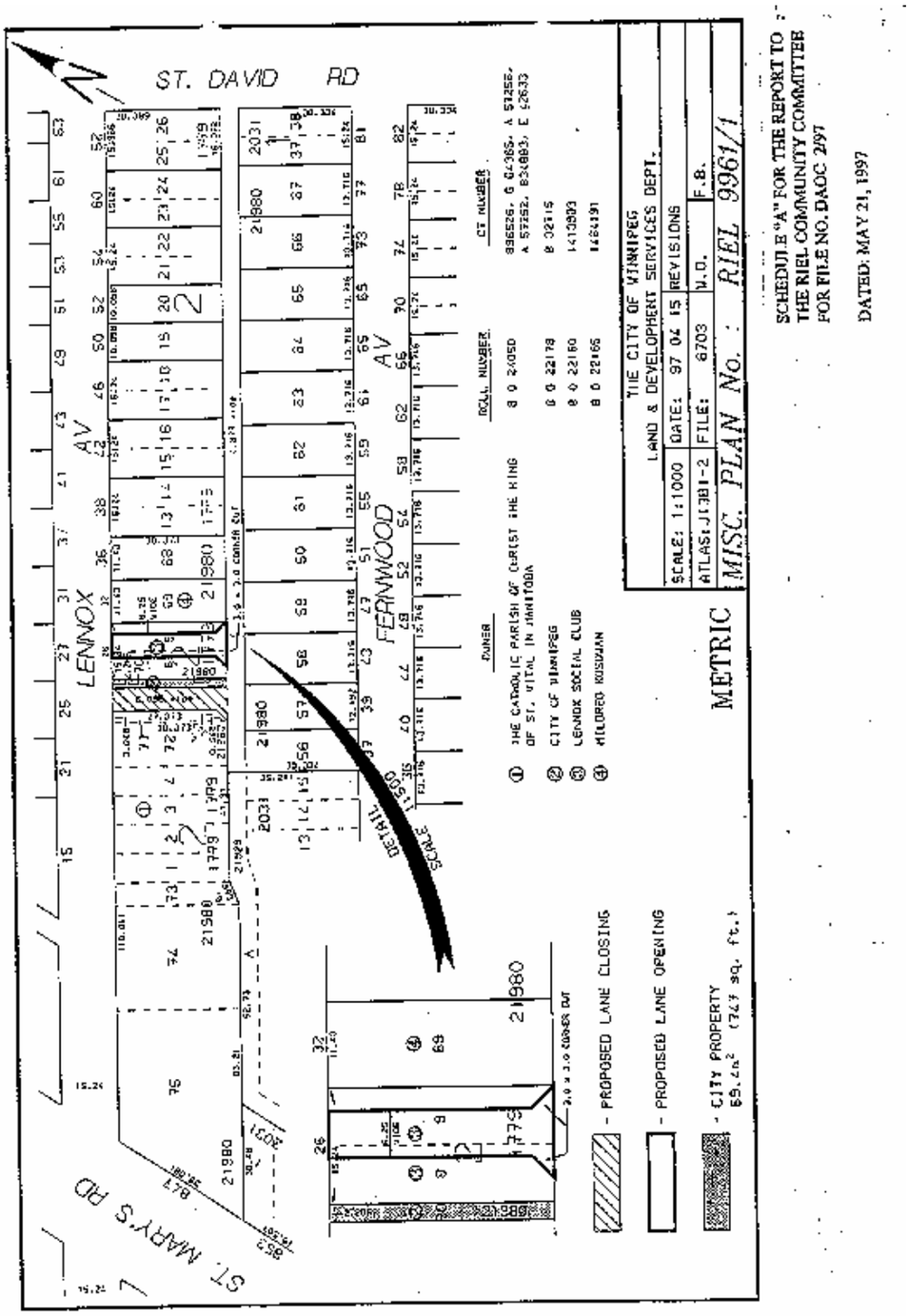


945 - Schedule “A” referred to in Clause 14 of the Report of the Committee on Planning and Community Services dated July 7, 1997

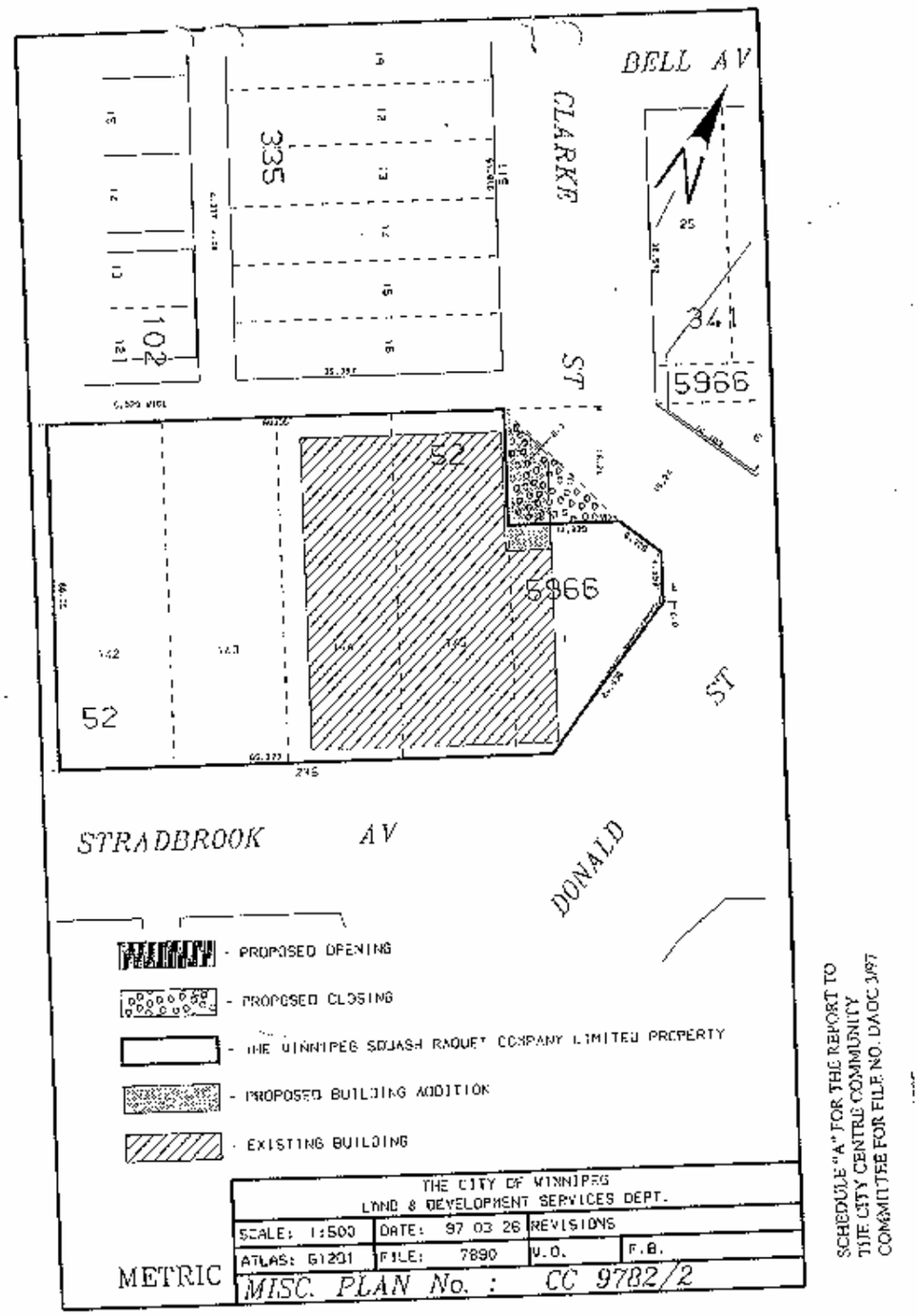
946 - Schedule “A” referred to in Clause 15 of the Report of the Committee on Planning and Community Services dated July 7, 1997



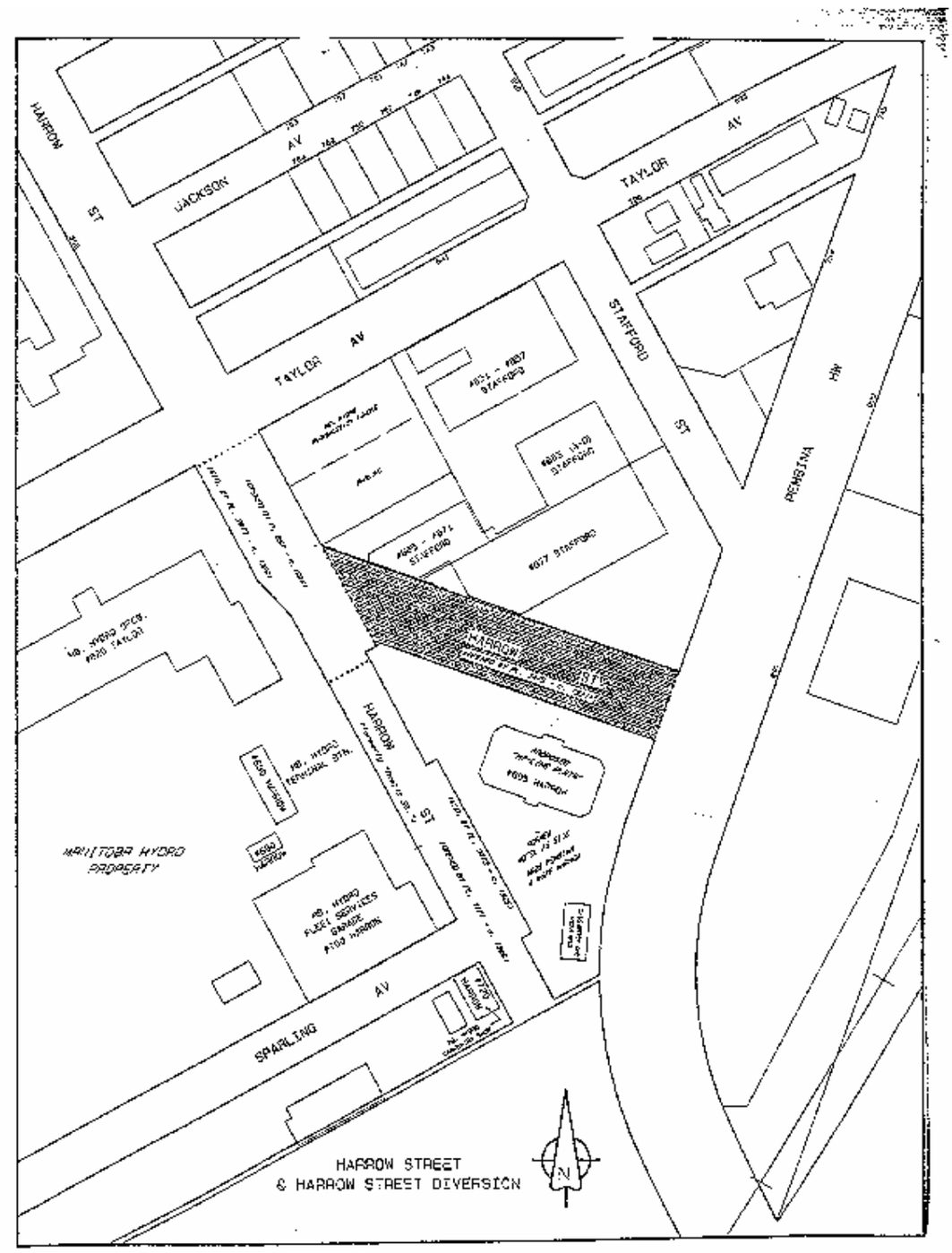
947 - Schedule “A” referred to in Clause 16 of the Report of the Committee on Planning and Community Services dated July 7, 1997



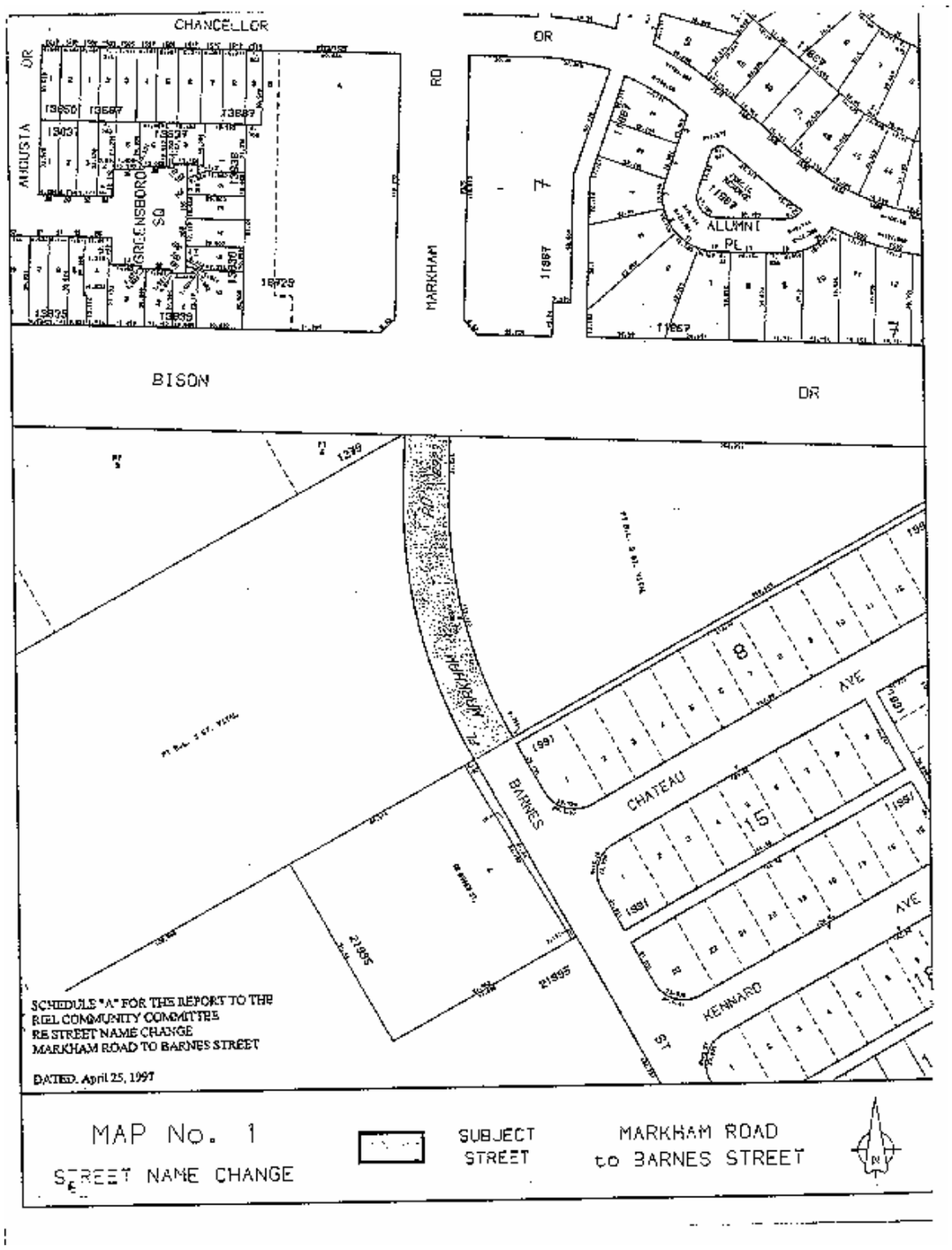
948 - Schedule “A” referred to in Clause 17 of the Report of the Committee on Planning and Community Services dated July 7, 1997



949 - Schedule "A" referred to in Clause 18 of the Report of the Committee on Planning and Community Services dated July 7, 1997



950 - Schedule “A” referred to in Clause 19 of the Report of the Committee on Planning and Community Services dated July 7, 1997



951 - Appendix “A” referred to in Clause 8 of the Report of the Committee on Protection, Parks and Culture dated July 11, 1997

Community Police OfficesFile GF-2.5 (Vol. 10)

7. The Committee on Protection, Parks and Culture has been advised that in 1989 a Community Based Policing pilot project was implemented by the Winnipeg Police Department, in Division 16, for a two-year period.

As part of this initiative, four Community Police Offices were established in that Division. The purpose of each office was to provide an office for the Community Officers assigned to the area. These offices were places where persons from the community could meet with these officers, to obtain information or discuss problems. Citizen volunteers were utilized to assist these officers and to provide information and telephone answering when the officers were away from these offices. Community Officers were to develop a rapport with the community, provide an enhanced police profile, solicit citizen participation in police operations and crime prevention and establish a close working relationship with other agencies.

At the completion of the two-year pilot project, after an evaluation, it was recommended that similar Community Police Offices be established in the City's other five Districts. Since then, eight additional Community Police Offices have been established throughout the City.

On January 17, 1994, Chief of Police J.B.D. Henry received approval from the Committee on Protection, Parks and Culture to place a moratorium on the opening and closing of Community Police Offices in the City, pending the development of a new Community Policing Plan. (Over the years these Community Police Offices have not lived up to the initial established goals. These offices have been found closed more often than they have been found open to the public. They have become a frustration to the members of the community as well as the police officers assigned to them). The officers assigned to these offices have however provided the desired police visibility and problem solving in their assigned areas and have worked closely with the members of the community. The demands and problems in the community have taken the officers out of these offices.

On May 10, 1995, the Ad Hoc Committee on Community Based Policing considered a report, dated May 5, 1995, from the Chief of Police entitled, "A Winnipeg Police Service - Community Policing Plan". The Ad Hoc Committee approved the report in principle and forwarded it to the Board of Commissioners.

The Community Policing Plan recommended the establishment of City wide community policing which consisted of various layers of coverage. These layers included Neighbourhood Foot Patrol Officers, Police Service Centres and ownership officers.

Chief of Police D. Cassels reviewed this plan and instructed the establishment of twenty Neighbourhood Foot Patrol areas as well as six, properly-equipped Police Service Centres as outlined in the original Community Policing Plan.

In January 1997, twenty Neighbourhood Foot Patrol Officers were assigned areas which had been identified as high calls for service/high crime areas (hot spots). These officers are to identify problems and problem areas, work with members of the community to solve them and respond to calls for service within their assigned area.

On March 3, 1997, the Committee on Finance and Administration gave approval to establish six strategically located Police Service Centres which officially opened to the public on June 5, 1997. These six Police Service Centres were chosen using a criteria approved by a Selection Committee and will provide maximum geographic coverage and representation where the public can attend to make reports to police on non-emergency matters.

Appendix “A” referred to in Clause 8 of the Report of the Committee on Protection, Parks and Culture dated July 11, 1997 (continued)

It has been recognized that with the opening of these six new Police Service Centres and the deployment of the twenty Neighbourhood Foot Patrol Officers, there will be an overlap of services and resources along with the existing twelve Community Police Offices.

In considering the future of the existing Community Offices, careful consideration must also be given to the confusion that will be encountered by the public should the Winnipeg Police Service try to continue to maintain all of the present Community Offices. The financial responsibilities and human resource commitment also becomes a major consideration if these community offices continue to be found closed more often than they are found open. The Community Policing Committee and the Community Policing Implementation Team have reviewed the operation of each of the twelve existing Community Offices and makes the following recommendations concerning their future status. Appendix "A" outlines the rationale behind each decision.

District	*Location*	*Recommendation from Community Policing Committee and Community Policing Implementation Team*
1	*378 Portage Avenue*	*Continue*
1	*590 Main Street*	*Continue*
1	*563 Broadway*	*Close*
1	*563 Ellice Avenue*	*Close*
2	*340 Rutland Street*	*Withdraw*
3	*506 Selkirk Avenue*	*Close*
3	*1285 Jefferson Avenue*	*Continue*
4	*1555 Regent Avenue West*	*Close*
6	*265 Osborne Street*	*Withdraw*
6	*375 Stafford Street*	*Close*
6	*2247 Pembina Highway*	*Continue*
6	*5006 Roblin Boulevard*	*Continue*

If permission is granted to close or withdraw from these previously mentioned facilities, there will be a shared cost saving of $29,350.00 and the Civic Buildings Department should then be instructed to terminate the appropriate leases for these offices. These closings will coincide with the opening of the six Police Service Centres.

On June 13, 1997, the Committee on Protection, Parks and Culture concurred in the recommendations from the Community Policing Committee and the Community Policing Implementation Team and approved the closure of or withdrawal from the following Community Police Offices, namely, 563 Broadway, 563 Ellice Avenue, 340 Rutland Street, 506 Selkirk Avenue, 1555 Regent Avenue West, 265 Osborne Street and 375 Stafford Street. The Committee also approved the continued operation of the following Community Police Offices, namely, 378 Portage Avenue, 590 Main Street, 1285 Jefferson Avenue, 2247 Pembina Highway and 5006 Roblin Boulevard.

The Committee on Protection, Parks and Culture submits this report for the information of Members of Council.

Appendix "A" is on file in the Office of the City Clerk.