SCHEDULE "C"

Parties:	TN Square Inc. ("Owner"), The City of Winnipeg & the Downtown BIZ
Subject Property:	The land shown identified in yellow as True North Legacy Squares on the Map of Proposed Public Investment Component Locations and Costs attached hereto as Schedule "E"
Purpose:	The Parties acknowledge and agree that the Plaza will be used as an at-grade "content plaza" for the general public to access and to facilitate a broad range of programs, functions and events as part of the City's SHED mandate.
Term:	Concurrent with the City's funding obligations for the Plaza
Other Terms:	The Owner shall not use the Plaza for programs, functions or any other events without the prior written approval of the City's Chief Administrative Officer. The City's Chief Administrative Officer shall have the option to impose conditions on the Owner for any approved program, function or event. The Owner grants the City and the Downtown Winnipeg Business Improvement Zone (the "Downtown BIZ") the option to provide public programming, functions or events in the Plaza, at no cost to the City or the Downtown BIZ. In the event that the BIZ exercises its option to program or hold functions/events in the Plaza, the Owner agrees that its use of the Plaza will not conflict with the BIZ's use of the Plaza for public programming or functions/events It is understood and agreed that for the purposes of the public access requirements of the Plaza that the Downtown BIZ is acting as an agent on behalf of the City of Winnipeg. The Owner acknowledges and agrees that, should the Downtown BIZ cease to exist, the City is deemed to be its successor and may authorize a substitute organization that will fulfill the role of the Downtown BIZ and act as Agent of the City for the purposes of this Agreement. The City will notify the Owner in writing of the change within a reasonable timeframe thereafter. The Owner, the City and the Downtown BIZ will coordinate functions, programs or events in the Plaza programming on an annual basis. In the event that any party wishes to use the Plaza for a function, program or event that is not included in the annual schedule, that party shall make a written request to the other

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parties not less than thirty days prior to the proposed date of the function, program or event.

The party responsible for the function, program or event is responsible for: litter control, clean-up, providing adequate portable washrooms if required, providing required insurance, any other terms and conditions as may be required for the specific function, program or event.

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