Schedule A

Proposed Terms & Conditions for a Lease Agreement between the City of Winnipeg and Winnipeg Goldeyes Baseball Club Inc.

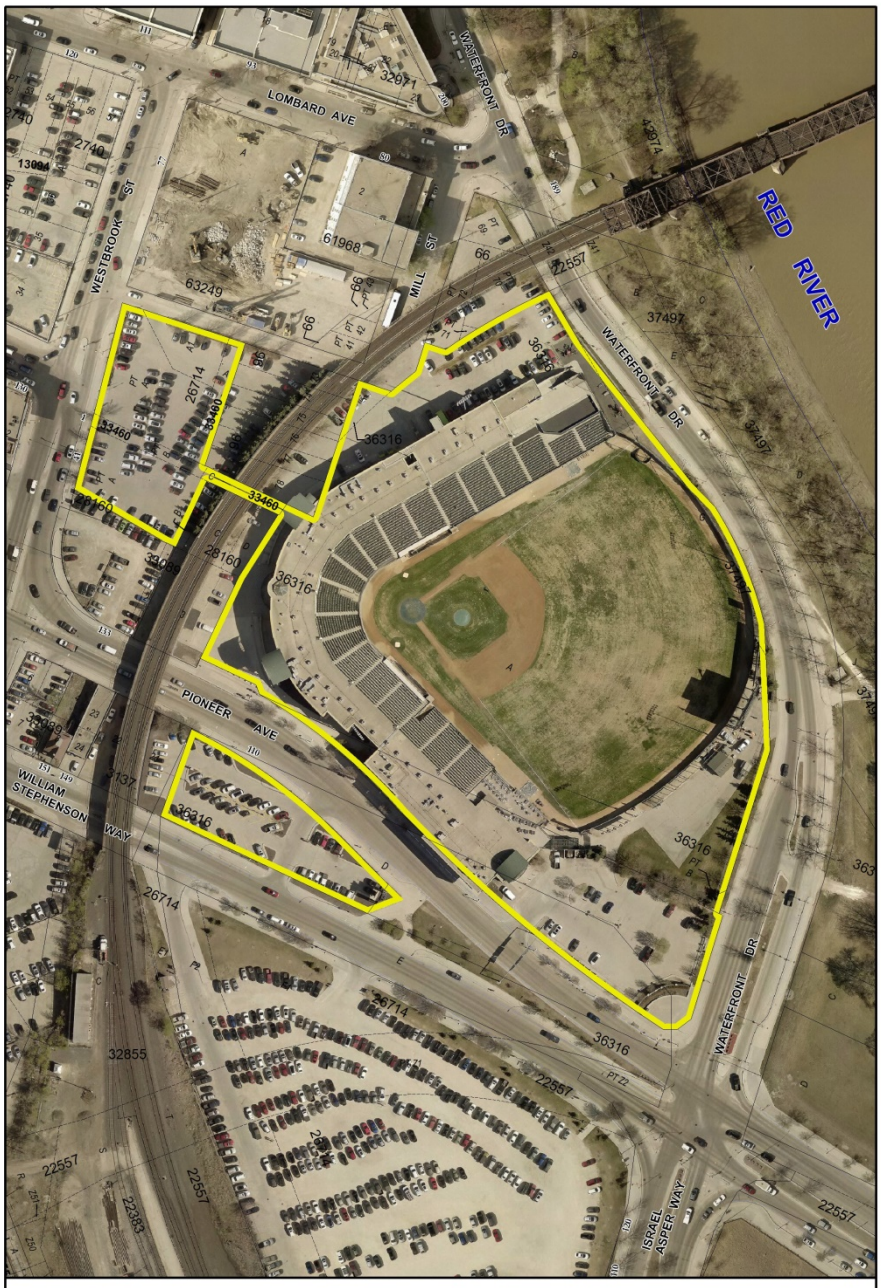
(Shown as "Subject Property" on attached Misc. Plan No. 11140/11)

Owner / Landlord:	The City of Winnipeg (the "City");
Tenant:	Winnipeg Goldeyes Baseball Club Inc. (the "Tenant");
Location / Leased Area:	1 Portage Avenue East, Winnipeg, Manitoba, and other such related properties;
Leased Area:	The land, buildings and fixtures located within the area shown on attached Misc. Plan No. 11140/11 (the "Subject Property);
Primary Use:	For the purpose of operating a multi-purpose sports and recreational facility;
Initial Term:	Fifteen (15) years, commencing on July 28, 2023 and expiring on July 27, 2038;
Extension Option:	Two (2) x Five (5) year options to extend; The Tenant will notify the City in writing a minimum of three hundred and sixty five (365) days prior to the expiration of the Term of its intention to exercise the option to extend, which shall apply to the ballpark parcel and Pioneer Avenue parking lot only. Any extension to the Westbrook parking lot shall be at the sole discretion of the City; Any option to extend will be subject to a review of the Rent and any other fees being collected by the City, all of which are subject to adjustment at the sole discretion and option of the City;
Rental Fee:	Years 1 – 5: $75,000.00 per annum Years 6 – 10: $85,000.00 per annum Years 11 – 15: $95,000.00 per annum Years 16 – 20: TBD Years 21 – 25: TBD;
Net Lease:	The Tenant shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Subject Property during the duration of the Agreement. The City shall not be responsible during the Term for any costs, charges, expenses and outlays of any nature arising from or relating to the Subject Property;

	Unless otherwise specified herein, the Tenant is to pay all operating costs, including but not limited to the cost of any utilities, including but not limited to electricity, water and gas consumed on the Subject Property; the cost of cleaning, maintaining and servicing the Subject Property, including snow removal, garbage and waste collection and disposal, and the cost of security, policing and monitoring of the Subject Property;
Taxes, Licenses and Other Fees:	The Tenant shall pay all taxes, license fees and other applicable fees associated with the Subject Property, unless otherwise stated herein.
Insurance:	The Tenant agrees to provide and maintain standard insurance coverage, as determined by the City acting reasonably;
Cancellation & Termination:	The Agreement may be terminated by the City if the Winnipeg Goldeyes, or a comparable professional baseball team, ceases to occupy the Subject Property on a continuing basis for such purposes for three (3) consecutive baseball seasons; The Agreement may be by terminated by the City if the Tenant defaults under the terms of the Agreement; The Agreement may be amended at the sole discretion of the City should it be determined that any part or portion of the Subject Property is required for transit infrastructure purposes.
Tenant Improvements:	All Tenant Improvements are to be performed at the sole cost**,** expense and effort of the Tenant, subject to prior written approval by the City;
Development, Repairs and Maintenance:	All development and maintenance of the Subject Property will be performed at the sole cost, expense and effort of the Tenant, including, but not limited to, obtaining all permits required to develop, occupy and utilize the Subject Property for its intended use; In the event that the Subject Property requires repair, the Tenant shall perform at its sole cost, expense and effort required repairs within sixty (60) days of written notice provided by the City;
Advertising / Signage	The Tenant shall be entitled to erect Advertising within the Subject Property, subject to certain restrictions as determined by the Director of Planning, Property and Development, acting reasonably;
Sponsorship / Naming Rights	The Tenant shall be permitted to enter into sponsorship opportunities, subject to Council waiving the City of Winnipeg Sponsorship Policy;
Assignment or Sub-let:	The Tenant is not to assign or sub-let or part with possession of all or any part of the Subject Property without the Tenant first obtaining the prior written consent of the City. In such event, the City in its sole

	discretion may cancel this Agreement and enter into a new agreement;
Amateur Access:	The Amateur Access Agreement detailed in Section 27.01 of the original Master Lease Agreement will remain in effect until the expiration of the TN Arena Limited Partnership Community Use and Access Agreement on November 14, 2029;
Private Property / CNR Access:	The Tenant will ensure that any / all necessary agreements with respect to private property and / or C.N.R. Lands which materially impact the Subject Property are extended for the duration of the Term, and to the satisfaction of the City;
Road Openings / Closings	The Tenant agrees to support and consent to DAOC 3A/2017 which relates to various right-of-way openings and closings in the vicinity of the Subject Property.
Other:	The Tenant will enter into a formal Lease Agreement with the City embodying the terms and conditions contained herein using the City's Standard Form Agreement and such other terms and conditions as the City Solicitor/Director of Legal Services deems necessary;
	All terms and conditions contained herein, are subject to the approval of Council, or its delegated authority, and are not binding until such time as that approval is obtained.

Schedule B



SUBJECT PROPERTY

Date: 2020-JAN-08
District: CC/LSWK
File: 7933
Scale: 1:1600
Requested by: JR
Drawn by: IP
Reference Dwg No.: Misc. Plan No. 11140/10 & 11072/4

NOTE: Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

AERIAL (2018) METRIC

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION SERVICES

MISC. PLAN NO. 11140/11

Schedule E

The City of Winnipeg
City of Winnipeg Sponsorship Policy

POLICY STATEMENT
In keeping with the City of Winnipeg's values, vision and mission, the City of Winnipeg welcomes sponsorships that enhance civic services and facilities.

PURPOSE
To establish a corporate sponsorship policy that supports the delivery of services to the public.

DEFINITION
A sponsorship is defined as a mutually beneficial business transaction in which an individual, business, corporation, foundation, or community group provides cash and/or in-kind services (or a combination thereof) to the City in return for access to the commercial marketing potential associated with the City service.

SCOPE
The Sponsorship Policy applies to all City programs (including equipment), services, projects, facilities, parks and park facilities, events or activities to ensure broadest possible appeal of the program

PRINCIPLES
The City of Winnipeg Sponsorship Policy is guided by the following principles:

Transparency – The City of Winnipeg Sponsorship Policy will be an open, fair and competitive process that will be managed through a Request for Sponsorship (RFS) process.

Integrity – The City of Winnipeg Sponsorship Policy will not accept sponsorships that may compromise the integrity of public services, may unduly commercialize public spaces or may promote activities which are contrary to Plan Winnipeg's vision for Winnipeg "To be a vibrant and healthy city which places its highest priority on quality of life for all its citizens."

Business Case – To ensure that the financial benefits to the City are in direct proportion to the marketing opportunity afforded to the sponsor, all sponsorships must demonstrate a mutually beneficial business case for both the City and the sponsoring partner.

- **Effectiveness** - Sponsorship opportunities must be shown to be in accord with the public interest and to have measurable outcomes to promote the transparency and integrity of the process.

PROCESS

Inventory

The City of Winnipeg will prepare a rolling inventory of assets, programs, services, events, activities or any other notion for which a sponsorship could be developed.

Request for Sponsorships

In order to ensure that the City of Winnipeg Sponsorship Policy is open, fair and competitive, the City will utilize a Request for Sponsorship (RFS) process.

Approvals

Council will approve the content of the RFS that proposes naming rights of a facility or asset prior to the release of an RFS.

The Chief Administrative Officer (or designate) will approve all other sponsorship agreements.

RESTRICTIONS

The City reserves the right to restrict sponsorships to certain services and to exclude products and industries which are inconsistent with the principles outlined in this policy. In general, the following will not be considered for the City of Winnipeg Sponsorship Policy:

1) Companies that promote the use of tobacco and weapons or the sale of alcohol to underage youth.
2) Sponsorship or marketing concepts that stereotype or otherwise denigrate individuals or groups.
3) Sponsorship or marketing concepts that unnecessarily promote the commercialization of public space.
4) Parties involved in a lawsuit, or otherwise debarred from doing business.

EXCLUSIONS

This policy does not apply to advertising opportunities sold by, or donations to, the City.

Schedule F

AMATEUR ACCESS AGREEMENT

27.01 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 (or any tax imposed in replacement or substitution for amusement tax) remitted to the City of Winnipeg relating to the Winnipeg Goldeyes baseball games during such year.