

## AMENDED AND RESTATED ARENA LEASE, LICENSE AND LOAN AGREEMENT

This Amended and Restated Arena Lease, License and Loan Agreement (the “**Restated Agreement**”) is made as of January 29, 2021, between

**THE CORPORATION OF THE CITY OF NORTH BAY**  
(the “**Licensor**”)

and

**NORTH BAY BATTALION HOCKEY CLUB LTD.**  
(the “**Licensee**”)

### RECITALS:

- A. The Licensor is the owner of the North Bay Memorial Gardens (the “**Arena**”).
- B. The Licensee and Licensor entered into the Arena Lease, License and Loan Agreement dated November 5, 2012 (the “**Original Agreement**”).
- C. The Licensee and the Licensor have agreed to amend and restate the Original Agreement effective as of the date hereof on the terms contained herein.

FOR VALUE RECEIVED, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions

For the purpose of construing this Restated Agreement, words and phrases having initial capitals and defined below shall have the meaning attributed to them below, except as otherwise expressly provided. In this Restated Agreement:

“**Capital Improvements Loan**” has the meaning ascribed to it in Section 4.1 of this Restated Agreement.

“**Capital Reserve Fund**” means the fund to be established and maintained by the Licensor for the purpose of holding Capital Reserve Fund Fees received in accordance with this Restated Agreement.

“**Capital Reserve Fund Fee**” has the meaning ascribed to it in Section 5.2 of this Restated Agreement.

“**Commencement Date**” means July 1, 2013.

“**Common Areas and Facilities**” means those areas, facilities, utilities, improvements, equipment and installations (collectively, in this definition, “**areas and facilities**”) in the Arena which, from time to time, are not designated or intended by the Licensor to be leased or licensed to tenants or licensees of the Arena, other than those areas designated by the Licensor for its own

operations including those areas and facilities in or on the Arena that are provided for the benefit of tenants and licensees of the Arena and their employees, customers, patrons and other invitees in common with others entitled to use them. Common Areas and Facilities include, without limitation, all vestibules for and entrances and exits to the parking areas; entrances and exits; hallways and corridors; approaches to box offices; lounges; concession areas; first aid stations; stairways, ramps, sidewalks and elevators and other transportation equipment and systems; and public washrooms. For clarity, "Common Areas and Facilities" specifically exclude Team Facilities.

**"Concession Areas"** means the concession stands and storage areas all as shown on the drawing attached to this Restated Agreement as Schedule "B".

**"Electronic Reader Board"** means an electronic visual digital display board capable of displaying variable messages to be located above, below or beside or incorporated into the Video Boards

**"Employees"** means any employees of the Licensor engaged solely in connection with the operation of the Arena.

**"Extension Term"** has the meaning ascribed to it in Section 3.4 of this Restated Agreement.

**"Fiscal Year"** means each twelve (12) month period during the license hereby granted which commences on the 1st day of July in each year of the Term or an anniversary thereof, and ends either on the date preceding the succeeding anniversary of the first (1<sup>st</sup>) day of July in each succeeding year of the Term or on the last day of the license hereby granted whichever occurs first; provided that such expression shall include any broken period of less than twelve (12) months occurring at the commencement or termination of the Term or arising due to a change in the Fiscal Year, provided that no Fiscal Year shall be greater than twelve (12) months, except as otherwise agreed by the parties. The Parties may from time to time alter the Fiscal Year selected, in which case, and in the case where only a broken portion of a Fiscal Year is included within the Term, the appropriate adjustments in payments to be made hereunder shall be made.

**"Game Facilities"** means those portions of the Arena as shown on the drawing attached to this Restated Agreement as Schedule "B" which comprise the following:

- (a) visitors' dressing room;
- (b) OHL referees' room;
- (c) space for television and video cameras to operate; and
- (d) Media Box.

**"Gate Revenues"** means revenues received in a Fiscal Year derived from the sale of Hockey Tickets for any Hockey Games.

**"Gross Advertising Revenues"** means revenues received by the Licensee from the sale of advertising and signage displayed or announcements made within the interior or on the exterior of the Arena and Arena concourses, and shall include revenues received for advertising in ice, rink boards, back lit signage, non-illuminated signage, score clocks and time clocks, in-ice

branding, electronic message media, static displays and other advertising vehicles within the Arena, but shall exclude revenues received by the Licensee for:

- (i) arena naming rights;
- (ii) the Video Boards;
- (iii) ice resurfacing machine advertising; and
- (iv) Media Revenues.

HST and any capital costs, except Capital Improvements, associated with the installation of any advertising or signage shall be mutually agreed upon by the Licensor and Licensee and deducted from the calculation of Gross Advertising Revenues. To the extent any items used in connection with advertising, signage or other media or equipment are included in Capital Improvements, the capital cost of such items shall not be deducted from the calculation of Gross Advertising Revenues.

Arena naming rights include exterior signage on the building and in-ice name of building around the centre ice circle in the Arena and the interior of the centre ice circle shall be for the exclusive use of the Licensee's team logo.

**"Hockey Games"** means all Pre-Season Games, Regular Season Games and Playoff Games. Hockey Games excludes any intra-squad games.

**"Hockey Season"** means that period within a Fiscal Year from the last week of August in any year during the Term to the last week of March in the same Fiscal Year, subject to extension by the League.

**"Hockey Ticket(s)"** means all the tickets, including but not limited to single game tickets, Season Tickets, promotional/company tickets issued by the Licensee for admission to Hockey Games during any Hockey Season.

**"Hockey Staff"** means all personnel required for the supervision and actual playing of Hockey Games and the conduct of Practice Sessions during the Hockey Season, including but not limited to players, coaches, managers, training/equipment staff, officials (referees, goal judges, time keepers, statisticians).

**"HST"** means the harmonized sales tax payable pursuant to the *Excise Tax Act* (Canada).

**"League"** means the Ontario Hockey League, its successors and assigns.

**"Leased and Licensed Areas"** has the meaning ascribed to it in Section 2.1 of this Restated Agreement.

**"Licensee"** means the North Bay Battalion Hockey Club Ltd., and its successors and permitted assigns.

**"Licensor"** means The Corporation of the City of North Bay, its successors and assigns.

**“Licensor’s Event Staff”** means the personnel which the Licensor determines to be necessary for the efficient and safe operation of the Arena in connection with a Hockey Game, including but not limited to the city supervisor(s), parking attendants, ice resurfacing equipment operator and ice grooming staff, building engineers and operating persons, cleaning and caretaking staff.

**“Media Box”** means the area so identified on Schedule “B”.

**“Media Revenues”** means all fees and revenues received by the Licensee from or related to the sale of television, radio and/or cable rights for broadcast of or related to Hockey Games including any revenues received by the League in respect of media broadcasts and any share thereof received by the Licensee and are not included in the calculation of Gross Advertising Revenues.

**“Orientation Camp”** means the period in late May following the completion the Hockey Season and League draft when the Licensee invites its players to the City of North Bay for a weekend of on-ice training sessions to be conducted at the Arena.

**“Parking Revenues”** has the meaning ascribed to it in Section 12.2 of this Restated Agreement.

**“Person”** if the context allows, includes but is not limited to any person, firm, partnership, corporation or other entity or any group or combination of them.

**“Playoff Game(s)”** means an ice hockey game or games involving the Licensee as a participant played in the Arena, for or possibly leading to the League championship played immediately following the conclusion of the last League game in each Hockey Season.

**“Practice Sessions”** means those occasions when the Arena is used for training and practising by members of the Licensee’s ice hockey team and/or members of the visiting team and includes intra-squad games.

**“Preseason Game(s)”** means ice hockey games involving the Licensee played in the Arena prior to each Hockey Season.

**“Regular Season Game(s)”** means an ice hockey game or games involving the Licensee played in the Arena during a Hockey Season.

**“Restated Agreement”** means the Original Agreement as amended and restated by this agreement and effective as of the date hereof, as same may be further amended, restated, supplemented, replaced or otherwise modified.

**“Season Ticket(s)”** means Hockey Tickets for all Regular Season Games during a Hockey Season sold as a block without any additional charge except for the Capital Reserve Fund Fee and HST.

**“Season Ticket Revenues”** means the aggregate of all receipts and revenues of any kind whatsoever, net of HST and Capital Reserve Fund Fees, derived, directly or indirectly, by the Licensee or by any other Person for or on behalf of the Licensee, from the sale of Season Tickets.

**“Suite License Revenues”** means the revenue derived from the sale of licenses in connection with nine (9) suites net of HST and Capital Reserve Fund Fees.

**“Team Facilities”** means the dressing room, fitness centre, players lounge and study area, coaches office, trainers office, administrative offices, media and scouts’ hospitality room, retail store and one (1) box suite all as shown on the drawing attached to this Restated Agreement as Schedule “B”.

**“Team’s Event Staff”** means the personnel, other than the Licensor’s Event Staff, which the Licensor or the Licensee determines to be necessary or desirable for the efficient, safe and profitable conduct of a Hockey Game at the Arena, including but not limited to the Hockey Staff, first aid personnel, public address announcer(s), ushers, box office staff, security, and scoreboard/clock operator.

**“Term”** means the period described in Section 3.1 of this Restated Agreement.

**“Ticket(s)”** means all tickets issued by or on behalf of the Licensor or Licensee for admission to any event taking place in or at the Arena.

**“Training Camp”** means the period prior to the Hockey Season when the Arena is used for Practice Sessions and Pre-Season Games.

**“Utilities”** has the meaning ascribed to it in Section 18.2 of this Restated Agreement.

**“Video Boards”** means a state-of-the-art, four (4) sided clock including digital video boards and screens equipped with real-time message capability.

## ARTICLE 2 GRANT OF LICENSE AND LEASE

### 2.1 Grant

In consideration of the fees, covenants and agreements hereinafter contained on the part of the parties hereto to be paid, observed and performed, and subject to the limitations, reservations and restrictions hereinafter set forth, the Licensor hereby grants (and, with respect to the Team Facilities and Concession Areas, leases) to the Licensee, and the Licensee leases and takes a grant from the Licensor, the right and license to the non-exclusive use (save for the Team Facilities and Concession Areas the use of which shall be exclusive to the Licensee) of the following areas within, or forming part of, the Arena for the purpose of conducting Practice Sessions, and playing any Hockey Games during any Hockey Season falling within the Term and operating the concessions during the Term:

- (a) the Arena including, without limitation, all seating areas and suites;
- (b) the Team Facilities;
- (c) the Game Facilities;
- (d) the Common Areas and Facilities; and

(e) the Concession Areas

all as identified on the floor plans of the Arena attached to this Restated Agreement as Schedule "B" (collectively, the "**Leased and Licensed Areas**").

The Licensee shall have the right to the exclusive use of the Arena for the period beginning two (2) hours before and ending ninety (90) minutes after all Hockey Games. For clarity, the Licensor shall have the right to use the Arena for such other periods subject to the terms of this Agreement.

### **ARTICLE 3 TERM**

#### **3.1 Term**

The term (the "**Term**") of this Restated Agreement shall be for a period commencing July 1, 2013 (the "**Commencement Date**"), and ending June 30, 2028 (subject to any extension thereof by an Extension Term).

#### **3.2 Early Occupancy Period**

Intentionally deleted.

#### **3.3 Licensee's Option to Terminate**

In the event the League, for any reason, ceases operations during the Term, the Licensee has the option to terminate the Restated Agreement upon thirty (30) days written notice.

#### **3.4 Licensee's Right To Extend**

Provided that the Licensee is not then in default hereunder, the Licensee shall have the right to extend the Term of this Restated Agreement for two (2) extension terms of five (5) years each (each an "**Extension Term**") commencing on the day following the last day of the Term or the first Extension Term, as the case may be.

The Licensee's right to extend the Term for an Extension Term shall be exercisable by written notice delivered by the Licensee to the Licensor at least six (6) months prior to the expiration of the Term or the first Extension Term, as the case may be.

If the Licensee has properly exercised its right to extend the Term for an Extension Term, the Term, as same may have been extended, shall be extended for such Extension Term on the same terms and conditions as are contained in this Restated Agreement save and except there shall be no further right to extension beyond the second Extension Term.

**ARTICLE 4.  
CAPITAL IMPROVEMENTS**

**4.1 Capital Improvements Loan**

- (a) Prior to the date of the Restated Agreement the Capital Improvements Loan was partially repaid by the Licensor as detailed in Schedule "D".
- (b) The Licensor shall repay the balance of the Capital Improvements Loan in full, as detailed in Schedule "D", within sixty (60) days after the date of the Restated Agreement.

**ARTICLE 5  
CAPITAL RESERVE FUND AND FEES**

**5.1 Establishment of Capital Reserve Fund**

The Licensor shall establish and maintain the Capital Reserve Fund. All Capital Reserve Fund Fees received or required to have been collected by the Licensee shall be deposited quarterly to the Capital Reserve Fund.

**5.2 Capital Reserve Fund Fee**

The parties agree that the amount of Two Dollars and Fifty Cents (\$2.50) will be added to the price of every Ticket sold for admission to all Hockey Games held in the Arena as a capital reserve fund fee (a "**Capital Reserve Fund Fee**"). The Capital Reserve Fund Fee applicable to any Ticket which is not a Hockey Ticket shall be determined in accordance with the Licensor's user fee by-law as same may be amended from time to time.

- (a) The Licensee shall collect the Capital Reserve Fund Fee in connection with the sale of:
  - (i) each Hockey Ticket comprising part of a Season Ticket package;
  - (ii) each Hockey Ticket for a Hockey Game played at the Arena;
  - (iii) any other Ticket.
- (b) The Licensee shall report to the Licensor on the tenth (10<sup>th</sup>) day of each Fiscal Quarter the Capital Reserve Fund Fees collected during the previous quarter by the Licensee.
- (c) The Licensor shall generate a Capital Reserve Fund Fees invoice on the fifteenth (15<sup>th</sup>) day of the end of each Fiscal quarter due and payable by the Licensee to the Licensor within thirty (30) days.

### **5.3 Exclusion**

Notwithstanding the foregoing, the Licensee shall be permitted to issue up to two hundred (200) complimentary Hockey Tickets for each Hockey Game which shall not be subject to payment of the Capital Reserve Fund Fees.

### **5.4 Events**

The Licensor will give written notice to the Licensee of all non-Hockey Game events. The Licensee will give notice to the licensees of suites of the non-Hockey Game event who will have the option to purchase tickets for the non-Hockey Game event before the tickets for such event go on sale to the general public.

## **ARTICLE 6 FEES AND COMMISSIONS**

### **6.1 Advertising and Merchandise Sales**

- (a) For Hockey Games, the Licensee will have exclusive rights to all advertising opportunities and in-ice logos inside and outside the Arena save and except Arena naming rights.
- (b) The Licensor will have the exclusive rights to all advertising opportunities and in-ice logos inside and outside the Arena during special events that are not Hockey Games. The Licensor and the Licensee agree that the Licensor will have exclusive rights and access to install advertising materials for special events including but not limited to in-ice logos. Where there is no Hockey Game scheduled within the week prior to the special event, then the maximum access allowed is one (1) week prior to the special event. Where there is a Hockey Game scheduled within one (1) week of the special event, access by the Licensor will begin after the last Hockey Game before the date of the special event. Licensor shall remove special event advertising materials before the next Hockey Game after the special event or if no Hockey Game is scheduled within one (1) week after the special event. The Licensor shall be responsible for installing all rink board advertising.

### **6.2 In-Ice Logos**

With the exception of section 6.3 below, for Hockey Games, the Licensee shall have during the Term the sole and exclusive rights to all in-ice logos and advertising and all revenues derived therefrom. The Licensee will be responsible for the cost associated with the creation of in-ice logos and all in-ice logos must conform to and be consistent with the normal operating ice standards and not interfere with any use of the ice surface. The Licensor will be responsible for the installation of in-ice logos.



### **6.3 Arena Naming Rights, Video Boards and Ice Resurfacing Machine Advertising**

The Licensee and Licensor shall share evenly in all revenues derived from the right to name the Arena or any part thereof including centre ice logos and, subject to the agreement of the Licensee, such other advertising requirements as may be stipulated in any Arena naming agreement. With the exception of the Arena naming agreement, the Licensee shall have the sole and exclusive rights to all advertising on the Video Boards or the ice resurfacing machine and all revenues derived therefrom during periods which are not special events. The parties shall agree on their respective obligations regarding the sale of the right to name the Arena, or any part thereof, and the timing of payments of revenues in respect thereof. The parties recognize that the Licensee may require the use of the Licensor's trademarked logos and names for advertising and marketing purposes. In such cases permission to use the marks will not be unreasonably denied subject to final approval by the Licensor. The parties agree that the phrase "Memorial Gardens" shall be incorporated into and form part of the Arena name.

### **6.4 Media Revenues**

The Licensee shall have during the Term the sole and exclusive rights to all Media Revenues received by the Licensee. The parties recognize that the Licensee may require the use of the Licensor's trademarked logos and names for advertising and marketing purposes. In such cases permission to use the marks will not be unreasonably denied subject to final approval by the Licensor of the use thereof.

### **6.5 Capital Reserve Fund Reports**

During the period prior to the date of this Restated Agreement, the Licensee and Licensor shall each deliver to the other at the place then fixed for notices by no later than the last day of the third month following a Fiscal Year a written statement signed and certified by it to be true and correct and in such detail and form as the other party reasonably determines showing the amount of Capital Reserve Fund Fees collected and deposited to the Capital Reserve Fund during the prior Fiscal Year and all activity in the Capital Reserve Fund including all amounts received and disbursed therefrom duly audited by independent chartered accountants of recognized standing, whose professional opinion shall, without qualification, state specifically that they have examined the report of receipts and disbursements from the Capital Reserve Fund for the preceding Fiscal Year, and that their examination included a general review of the Licensor's accounting procedures and such tests of the Licensor's books and records and other supporting evidence as they or the Licensor considered necessary in the circumstances, and that in their opinion, such report presents fairly and accurately the report of receipts and disbursements from the Capital Reserve Fund for the preceding Fiscal Year in accordance with the provisions of this Restated Agreement and generally accepted accounting principles applied on a basis consistent with that of the Fiscal Year immediately preceding (if any).

From and after the date of this Restated Agreement, the Licensee shall deliver to the Licensor at the place then fixed for notices by no later than the last day of the third month following a Fiscal Year a written statement signed and certified by it to be true and correct and in such detail and form as the Licensor reasonably determines showing the amount of Capital Reserve Fund Fees collected and deposited to the Capital Reserve Fund during the prior Fiscal Year.

## **6.6 Licensee's Records**

The Licensee shall prepare and keep on the Leased and Licensed Areas or at the Licensee's principal office in the Province of Ontario for at least three (3) years following the end of each Fiscal Year for the Fiscal Years ended on or before June 30, 2020, adequate books and records which shall show all Season Ticket Revenues, Gate Revenues, Gross Advertising Revenues and Suite License Revenues received by the Licensee and any other Persons conducting any business upon or from the Leased and Licensed Areas as well as HST returns, all pertinent original sales records, and such other sales records as the Licensor reasonably determines, which would normally be examined by an independent chartered accountant pursuant to accepted auditing standards in performing a detailed audit thereof. The Licensee shall cause all such records to be kept by all Persons doing business on behalf of the Licensee in or from the Leased and Licensed Areas.

From and after the date of June 30, 2020, for the purpose of confirming the Capital Reserve Fund Fees, the Licensee shall prepare and keep on the Leased and Licensed Areas or at the Licensee's principal office in the Province of Ontario for at least three (3) years following the end of each Fiscal Year, adequate books and records which shall show all Season Ticket Revenues and Gate Revenues received by the Licensee.

## **6.7 Right to Examine**

For the Fiscal Year ending June 30, 2020, the Licensor or its designate (a) may examine and copy the Licensee's books and records relating to the Season Ticket Revenues, Gate Revenues, Gross Advertising Revenues and Suite License Revenues at the Leased and Licensed Areas or at the Licensee's principal office in the Province of Ontario (depending on where the Licensee maintains such books and records) for the period covered by any statement issued by the Licensee, (b) may examine and copy the Licensee's records and procedures relating to Season Ticket Revenues, Gate Revenues, Gross Advertising Revenues and Suite License Revenues during regular business hours, and (c) may have a Person on the Leased and Licensed Areas to check, verify and tabulate Season Ticket Revenues, Gate Revenues Gross Advertising Revenues and Suite License Revenues, or to examine and copy accounting records and procedures including but not limited to control features affecting the determination of Season Ticket Revenues, Gate Revenues, Gross Advertising Revenues and Suite License Revenues.

From and after the date of June 30, 2020, for the purpose of confirming the Capital Reserve Fund Fee, the Licensor or its designate (a) may examine and copy the Licensee's books and records relating to the Season Ticket Revenues, Gate Revenues, and Suite License Revenues at the Leased and Licensed Areas or at the Licensee's principal office in the Province of Ontario (depending on where the Licensee maintains such books and records) for the period covered by any statement issued by the Licensee, (b) may examine and copy the Licensee's records and procedures relating to Season Ticket Revenues, Gate Revenues, and Suite License Revenues during regular business hours, and (c) may have a Person on the Leased and Licensed Areas to check, verify and tabulate Season Ticket Revenues, Gate Revenues and Suite License Revenues, or to examine and copy accounting records and procedures including but not limited to control features affecting the determination of Season Ticket Revenues, Gate Revenues and Suite License Revenues.

## **6.8 Audit**

For the Fiscal Year ending June 30, 2020, the Licensor may, at reasonable times, cause a complete audit to be made by an independent chartered accountant of the Licensee's business and records relating to the calculation of Season Ticket Revenues, Gate Revenues, Gross Advertising Revenues and Suite License Revenues. If the auditor reports that the Licensee's records and procedures are insufficient to permit a determination of Season Ticket Revenues, Gate Revenues, Gross Advertising Revenues and Suite License Revenues for any Fiscal Year, in whole or in part, or that the Licensee is not complying with this Article 6, the Licensee shall immediately after notice from the Licensor take such steps as are reasonably necessary to remedy such default, and the Licensor may deliver to the Licensee an estimate prepared by the auditor (which shall be final and binding on the Licensee) for the period under consideration and the Licensee shall immediately pay to the Licensor any amount shown in the estimate to be owing.

From and after the Fiscal Year ending June 30, 2020, the Licensor may, at reasonable times, cause a complete audit to be made by an independent chartered accountant of the Licensee's business and records relating to the calculation of Season Ticket Revenues, Gate Revenues and Suite License Revenue. If the auditor reports that the Licensee's records and procedures are insufficient to permit a determination of Season Ticket Revenues, Gate Revenues and Suite License Revenues for any Fiscal Year, in whole or in part, or that the Licensee is not complying with this Article 6, the Licensee shall immediately after notice from the Licensor take such steps as are reasonably necessary to remedy such default, and the Licensor may deliver to the Licensee an estimate prepared by the auditor (which shall be final and binding on the Licensee) for the period under consideration and the Licensee shall immediately pay to the Licensor any amount shown in the estimate to be owing.

## **ARTICLE 7 SCHEDULING AND USE BY LICENSEE**

### **7.1 Scheduling**

The Licensee and Licensor will each appoint a single representative to act as a liaison for all scheduling matters in order to establish a schedule for:

- (a) Pre-Season Games no later than April 1 of each year of the Term;
- (b) Regular Season Games no later than July 1 of each year of the Term;
- (c) tentative Playoff Games no later than July 1 of each year of the Term.
- (d) Orientation Camp no later than February 1 of each year of the Term;
- (e) Training Camp no later than May 1 of each year of the Term; and
- (f) Practice Sessions no later than the fifteenth (15<sup>th</sup>) day of the preceding month of the Term.

Notwithstanding the foregoing, the parties agree that the schedule for the 2020/21 Hockey Season, Orientation Camp and Training Camp shall be established by the parties in accordance with applicable laws within a reasonable time after the League has determined the dates for the 2020/21 Hockey Season and subsequent Hockey Seasons until the Province of Ontario has declared that the COVID-19 pandemic has been resolved.

## **7.2 Orientation Camp**

The Licensee shall be entitled to exclusive use of those portions of the Leased and Licensed Areas hereinafter identified between the hours of 12:00 p.m. and 9:00 p.m. on Saturday and 7:00 a.m. and 12:00 p.m. on Sunday for Orientation Camp.

## **7.3 Training Camp**

During each Hockey Season during the Term, the Licensee shall be entitled to use those portions of the Leased and Licensed Areas hereinafter identified between the hours of 9:00 a.m. and 8:00 p.m., for five (5) consecutive days for Training Camp to commence the final week of August in each Fiscal Year, approximately six (6) days prior to the pre-season schedule as established by the League. In the event that a hockey related spectator event, such as an intra-squad game, is held the Licensor agrees to provide access to the Arena for such event. The Licensee shall be entitled to use during Training Camp those portions of the Game Facilities comprising the visitors' dressing room, the OHL referees' room, and two (2) public dressing rooms. The remainder of the Game Facilities and any audio visual equipment may be used by the Licensee during the training camp.

## **7.4 Practice Sessions**

During each Hockey Season during the Term, the Licensee shall be entitled to use those portions of the Licensed Areas hereinafter identified for one hundred and sixty (160) two (2) hour Practice Sessions, generally between the hours from 2:00 p.m. to 6:00 p.m. on weekdays and from 12:00 p.m. to 4:00 p.m. on Saturdays. The regular schedule of Practice Sessions shall commence immediately following the conclusion of training camp. If the Licensee enters into post-season play, the Licensor will exercise best commercial efforts to maintain the same practice schedule including best commercial efforts to reschedule existing non-spectator event booking contracts for the Arena. It is agreed that at all times the Licensee shall have first priority for the Arena ice over other non-spectator ice-related events. Further, the Licensor shall ensure that contracted bookings of the Arena are subject to forty-eight (48) hours' notice of possible relocation for the period of nine (9) weeks immediately following the Hockey Season. The Licensor agrees that such nine (9) week period may be extended if the League lengthens the post-season schedule in the future.

## **7.5 Booking Priorities**

- (a) The Licensee shall have priority for scheduling home games during the Hockey Season, subject to the Licensor's right to book spectator events, provided that the Licensor shall not:

- (i) book any other hockey team in the same or higher category of hockey, amateur or professional, than the Licensee for spectator events in the Arena during the Hockey Season;
  - (ii) book spectator events on more than four (4) of the Licensee's priority days provided that no two (2) priority days will be booked in consecutive weeks; or
  - (iii) book spectator events which would exclude the Licensee from playing any home games during any calendar week for more than two (2) calendar weeks during the Hockey Season, provided that the Licensee will not be excluded from playing any home games for two (2) weeks consecutively;
  - (iv) book spectator events on any secondary days or tertiary days during weeks when the priority days are booked for a spectator event.
- (b) For greater clarity, university, college and junior "A" hockey are not considered to be a higher category of hockey than that played by the Licensee.

#### **7.6 Priority Days**

Pursuant to League scheduling protocol, the Licensee shall designate one (1) priority day, one (1) secondary day and one (1) tertiary day per calendar week for home games for the Hockey Season which shall apply throughout the Term unless changed as hereinafter provided. Should the priority days and/or secondary days and/or tertiary days change throughout the Term, the Licensee agrees to notify the Licensor in writing at least one (1) year in advance of the start of the Hockey Season in which those changes become applicable.

#### **7.7 Playoff Scheduling**

The Licensee shall have priority for scheduling Playoff Games. The Licensee and Licensor shall work together to block out prospective Playoff Games based on the Licensee's potential as the Hockey Season progresses.

#### **7.8 Use of Arena**

The Licensee shall have exclusive use of the Arena for all Hockey Games for a period beginning two (2) hours prior to and ending ninety (90) minutes following all such games. The Licensor shall ensure that the Arena has been cleared of all Persons not holding valid Hockey Tickets by no later than two (2) hours prior to the scheduled start of a Hockey Game.

The Licensor shall ensure that the ice surface is prepared two (2) hours in advance of all Hockey Games.

The Licensor shall provide clean dressing rooms for visiting teams no less than two (2) hours prior to all Hockey Games.

## **7.9 Observance of Law**

The Licensee shall comply with the City of North Bay Code of Conduct, a copy of which is attached as Schedule "C" to this Restated Agreement, and all laws, statutes, regulations (including, but not limited to, police, fire and sanitary regulations and occupational health and safety regulations) and by-laws and all requirements of governmental and quasi-governmental authorities and regulatory bodies, whether federal, provincial or municipal and all fire insurance underwriters which pertain to or affect the Leased and Licensed Areas, the Licensee's ability to enter into and comply with this Restated Agreement, the Licensee's use of or the conduct of any business in the Leased and Licensed Areas, or the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Team Facilities.

## **ARTICLE 8 TICKETING**

### **8.1 Ticketing Service**

The Licensee shall operate the ticketing service for all Hockey Games and provide the necessary staff, hardware and software to operate such ticketing service. The Licensee shall also operate the ticketing service for all other Arena events. The Licensor shall pay the Licensee a reasonable management fee for supplying such service as agreed between the parties from time to time.

### **8.2 Season Ticket Drive**

Intentionally deleted.

### **8.3 Pricing**

The Licensee shall be solely responsible for setting prices for all Hockey Tickets, Season Tickets and the advertising on the Video Boards and ice resurfacing machine for Hockey Games. Arena naming rights pricing shall be mutually agreed upon by the Licensor and Licensee.

## **ARTICLE 9 STAFFING**

### **9.1 Licensor's Staff**

- (a) The Licensor shall employ and shall provide for Hockey Games:
  - (i) the Licensor's Event Staff, and the cost of which shall be divided equally as between the Licensor and the Licensee;
  - (ii) other personnel as the Licensor deems necessary, in its sole discretion, for the efficient and safe operation of the Arena, at the Licensor's expense.
- (b) The Licensor shall provide, at its sole expense, two paid duty police officers for all Playoff Games.

## **9.2 Licensee's Staff**

The Licensee shall employ and provide, at its sole expense, the Hockey Staff and the Team's Event Staff for all Hockey Games.

## **9.3 Volunteers**

Any volunteers added to the Hockey Staff and the Team's Event Staff must be approved by the Licensor and may be required to submit a police record check.

## **9.4 First Aid Personnel**

First aid personnel will be required to follow the Licensor's protocol for reporting accidents and injuries suffered within the Arena. The Licensee will ensure that all first aid personnel submit copies of third party liability insurance coverage to the Licensor that names the Licensor as an additional insured party. The Licensor and Licensee agree to have Emergency Medical Services on site for all Hockey Games and that the cost will be shared equally.

## **9.5 Licensor's Employees**

The Licensor shall terminate any existing contracts to operate ticketing services or the concessions prior to the Commencement Date. The parties acknowledge and agree that the Licensee shall not be obligated to employ any Employees of the Licensor or the Licensor's contractors or concessionaires who may be displaced by the cancellation of the existing concession agreement or any other agreement relating to the maintenance or operation of the Arena or ticketing services.

The Licensee shall have the right to interview and offer employment, to commence after the Commencement Date, to any Employee.

The Licensor will be solely responsible for all obligations and liabilities to the Employees for salary, wages, benefits, bonuses, commissions, overtime pay, accrued time off, banked overtime and vacation pay, whether or not such accrued amounts would otherwise be payable or owing, holiday pay and any other form of remuneration or compensation owing or accruing to any Employee up to the Commencement Date and all severance costs. The Licensor shall indemnify the Licensee from and against any Employee claims relating to the period prior to the Commencement Date.

The Licensee agrees that from and after the Commencement Date it will be solely responsible for the payments, liabilities and obligations arising in relation to the Employees who have accepted offers of employment from the Licensee which accrue and/or become payable from and after the Commencement Date.

## **ARTICLE 10 PROMOTIONS**

### **10.1 Consultation**

The Licensee will consult with the Licensor's arena manager prior to commencing any promotional and/or sales activities within the Arena in order to ensure that any promotional

and/or sales activities are consistent with this Restated Agreement and the Licensor's by-laws, policies, and administrative systems and processes.

## **ARTICLE 11 CONCESSIONS**

### **11.1 Concessions, Food and Beverage Sales**

The Licensee shall have the exclusive right to sell directly or indirectly and retain all revenue from the sale of all concessions, food and beverages (alcoholic and non-alcoholic) in the Arena and on the Licensor's property surrounding the Arena during the Term.

### **11.2 Sale of Alcohol; No Cigarettes**

The sale of alcohol will be in compliance with the regulations established by the Alcohol and Gaming Commission of Ontario. The sale cigarettes is strictly prohibited at all times.

### **11.3 Sale of Merchandise**

The Licensee shall have the exclusive right to sell and retain all revenue from souvenirs, merchandise, apparel and programs which bear the League's logo, the Licensee's team logo, the team logo of any other League team, the logo of the Canadian Hockey League ("CHL") or the logo of any other teams of the CHL and all hockey souvenirs, merchandise, apparel and programs which are sold from the Licensee's designated retail area(s) at any times that the Arena is open for business.

No other Persons shall sell, or attempt to sell, any Tickets, souvenirs, merchandise, apparel or programs of any nature within the Arena or on the Licensor's property surrounding the Arena during all Hockey Games without the prior written approval of the Licensee.

### **11.4 Concession Quality and Service**

The Licensee shall use reasonable commercial efforts to provide healthy, quality food at competitive prices with a reasonable variety of product offerings sufficient to satisfy customer demand.

The Licensee agrees to maintain a high level of customer service and will provide all of its employees with good customer relations training. The Licensee and Licensor agree cooperate in maintaining good customer service levels and overall customer satisfaction in regards to concessions and service.

### **11.5 Hours Of Operation**

The Licensee shall provide concession services from the Concession Areas based on the hours of operation as established by the parties from time to time. The Licensor shall make schedules available to the Licensee on a monthly basis (at least one month in advance) with weekly updates. The Licensor will also provide to the Licensee by August 15 of each year (with updates as required) an annual calendar of events to be held at the Arena for the following year for which concession services will be required. The Licensee agrees to provide such staff as may be



required in order to provide concessions services as may be required in connection with such events.

#### **11.6 Utilities**

The Licensee agrees to pay the Licensor the amount of \$4,000 per year in equal monthly instalments of \$333.33 beginning on the first day of the month following the Commencement Date in payment of utilities consumed by the Licensee at the Arena. Such amount shall be increased or decreased annually based upon changes in the Consumer Price Index.

#### **11.7 Maintenance**

All day to day general maintenance and janitorial services relating to the Concession Areas are the responsibility of the Licensee unless otherwise agreed in writing with the Licensor. This includes all equipment repair and daily, weekly, monthly and yearly maintenance as required by law. The Licensee shall at all times be responsible for maintaining housekeeping and sanitation standards for the Concession Areas acceptable to the Licensor's health unit or any other regulatory requirements. The Licensee will maintain a schedule of all housekeeping procedures detailing daily, weekly and monthly duties. The Licensee will arrange pest control, if and as required, and the Licensee will be invoiced for the cost. The Licensee shall be responsible for ensuring compliance with all Health and Safety standards applicable to the business they are operating.

#### **11.8 Employee Training**

- (a) The Licensee agrees to provide annual employee training relating to building safety and procedures (inclusive of evacuation procedures, reporting and responding to the threat of fire, bomb threats, and other relevant procedures as provided by the Licensor's Arena management and based on procedures established for the Arena from time to time) and Workplace Hazardous Materials Information System training. The Licensee shall maintain all Material Safety Data Sheets for solvents and products located in the Concession Areas and provide the Licensor with copies of the same from time to time.
- (b) The Licensee and Licensor shall each ensure that all of their respective employees, agents, volunteers who are working at the Arena and providing goods and services to the public receive such training as may be required by Section 6 of Ontario Regulation 429/07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Ontario), as amended. The Licensee and Licensor shall make available, as reasonably required from time to time, documentation with a record of the dates on which training was completed.

#### **11.9 Environmental & Energy Consumption**

The Licensee agrees to take commercially reasonable measures to reduce, re-use and recycle in an effort to be environmentally conscious and to support an efficient and environmentally friendly community. The Licensee agrees to work with the Licensor to implement energy conservation and energy savings initiatives. The Licensor retains the right to monitor and measure energy utilization.

### **11.10 Dress Code**

The Licensee acknowledges the Licensor's intention to create a work environment within the Arena that is geared towards a family market and shall be responsible for ensuring a dress code appropriate to this work environment.

### **11.11 Equipment**

The Licensee shall be responsible for all costs incurred by it in connection with the operation of the concessions within the Arena. By the Commencement Date, the Licensor shall provide such first class equipment as the Licensee shall reasonably require for its concession operations within the Arena the cost of which shall be included in the Capital Improvements. The Licensee shall be responsible for all costs of maintaining, repairing and replacing such equipment from time to time from and after the Commencement Date. The parties acknowledge that any equipment purchased by the Licensor shall remain at all times the property of the Licensor.

The Licensee may request permission to change, add or upgrade equipment in the concessions. Any new equipment purchased by the Licensee shall remain the property of the Licensee. The Licensor shall have the first right of refusal for the purchase of any equipment at fair market/appraised value, at such time as there may no longer be an agreement between the Licensor and the Licensee.

Licensor-owned equipment will be made available to the Licensee for use during the contract. Lost or broken equipment shall be the responsibility of the Licensee to repair or replace at the expense of the Licensee.

Licensor owned equipment will be repaired by the Licensor and the cost submitted to the Licensee for repairs. All maintenance agreements required by law will be scheduled by the Licensor and cost submitted to the Licensee for payment.

## **ARTICLE 12 PARKING**

### **12.1 Parking Facilities**

The Licensor agrees to provide free parking throughout the duration of the Term during the Practice Sessions and Hockey Games.

### **12.2 Parking Allocation and Parking Revenues**

- (a) The Licensor and Licensee agree not to charge for non-reserved parking for holders of Hockey Tickets, the Licensee's players, Hockey Staff and the Team's Event Staff.
- (b) The Licensee has the right to sell annual passes for reserved parking throughout the Term.
- (c) The Licensor agrees to provide parking during the Term free of charge during the Practice Sessions and Hockey Games, dedicated and permanently identified

reserved parking locations (adjacent to the Arena near the Licensee's offices) the following:

- (i) private suiteholders 18 stalls
  - (ii) Licensee's permanent reserved parking allocation [to be located at the south end of the Arena] 25 stalls
- (d) If the Licensor and Licensee mutually agree that charges will be imposed for reserved parking at the Arena during all Hockey Games the Licensor shall pay to the Licensee an amount, less HST, (the "**Parking Fees**") which is equal to one-half of:
- (i) all parking revenues (the "**Parking Revenues**"), if any, received by the Licensor from the Parking Facilities during all Hockey Games other than the annual passes for parking referred to above, minus
  - (ii) all costs and expenses, incurred directly or indirectly by the Licensor, which are attributable to the Parking Revenues, including, without limitation, the pro-rated portions of the following:
    - (A) salaries and benefits of parking attendants;
    - (B) parking equipment, including attendant's booth and maintenance and replacement thereof, from time to time;
    - (C) insurance;
    - (D) sweeping and snow removal;
    - (E) line painting;
    - (F) repairs and re-surfacing;
    - (G) all other costs and expenses related to the foregoing.

For greater certainty, such costs and expenses that cannot be attributed directly to a Hockey Game shall be pro-rated on the basis of the number of Hockey Games where parking charges are imposed, relative to the total number of spectator events where parking charges are imposed.

The Licensor shall pay to the Licensee the Licensee's share of Parking Revenues for a month on the 15<sup>th</sup> day of the following month.

## **ARTICLE 13 FACILITIES PROVIDED BY THE LICENSOR**

### **13.1 Game Facilities**

The Licensor shall provide the Licensee with the exclusive use of the Game Facilities during the Hockey Games. The Licensee agrees that the Game Facilities shall be finished and shall be provided with such furniture, fixtures and equipment as set out in the Design and Construction

Management Contract. The Media Box shall accommodate radio, television and print personnel for the Licensee and visiting teams and off-ice officials.

### **13.2 Team Facilities**

The Licensor shall provide the Team Facilities finished to the extent specified in the Design and Construction Management Contract. The Licensor shall provide in the Arena approximately four thousand, two hundred and forty six (4,246) seats overlooking the ice surface for hockey. The Licensee shall have the right to erect at its own cost temporary, satellite stands for the sale of merchandise at various locations throughout the Arena during the Licensee's home games at no additional fee to the Licensee.

### **13.3 Other Arena Facilities**

The Licensor agrees to install for the Licensee's exclusive use during all Hockey Games:

- (a) one state-of-the-art four-sided score clock with Video Boards and Electronic Reader Board;
- (b) one time-of-day clock;
- (c) two shots-on-goal clocks;
- (d) off-ice officials communication system;
- (e) a public address system (which shall be upgraded as part of the Capital Improvements, if necessary);
- (f) goal judge lights; and
- (g) netting in accordance with League regulations.

Any costs associated with the purchase and installation of any of the above equipment will be included as Capital Improvements and assumed by the Licensor. The Licensee will supply the League requirements and specifications, if any, for the above to the Licensor within three (3) months from the date of this Restated Agreement and the Licensor will meet the standards required at the Licensor's expense.

### **13.4 Building Access**

The Licensee shall be given keys and security codes for access to the Arena for its use as permitted by this Restated Agreement. Any alarms activated resulting in an alarm charge or any damages caused to the building due to building security breaches caused by the Licensee will be the responsibility of the Licensee for payment.

No lock or key or security code shall be changed without the permission of the Licensor. Should permission be granted for changes to any lock, a set of keys shall be given to the Licensor for access in case of an emergency.

**ARTICLE 14  
ALTERATION OF LEASED AND LICENSED AREAS**

**14.1 Alterations and Improvements**

The Licensee shall obtain the Licensor's prior written consent prior to commencing any leasehold improvements within the Team Facilities. All work done must also be in compliance with the Licensor's practices, policies and health and safety requirements, and any federal, provincial and municipal laws.

**14.2 Fixtures**

The Licensee may remove its trade fixtures and equipment making good any damage incurred in such removal and provided that the Licensee restores the affected part of the Leased and Licensed Areas to the condition in which they were before the installation of such fixtures, subject to reasonable wear and tear.

**14.3 Laundry Equipment**

The Licensee shall, at its own cost, be responsible for the installation and maintenance of commercial energy efficient laundry equipment to be used for its own uniforms and equipment. Such laundry equipment shall be located in an area leased to the Licensee.

**ARTICLE 15  
INSURANCE**

**15.1 Licensee's Insurance**

- (a) The Licensee covenants that prior to the Commencement Date it will take out and maintain in force throughout the Term in the names of the Licensor and the Licensee, as their interests may appear, and protecting the Persons so named in respect of claims by the Licensee as if the Persons named were separately insured:
  - (i) comprehensive general public liability insurance including bodily injury, death and property damage, on an occurrence basis against claims for personal injury, death or property damage suffered by others arising with respect to the use of the Leased and Licensed Areas and the Licensee's use and occupation thereof, and with respect to any substances escaping from the Leased and Licensed Areas, indemnifying and protecting the Licensor and the Licensee in an amount not less than Five Million Dollars (\$5,000,000.00); and
  - (ii) insurance in respect of fire and usual extended perils covering the Licensee's fixtures, improvements, chattels, and furniture in an amount of not less than the replacement cost thereof.

Copies of the policies of such insurance or certificates thereof will be delivered to the Licensor upon request and in any event within fifteen (15) days before the commencement of each policy term.

- (b) The Licensee will not permit to be carried on within the Leased and Licensed Areas any activity or bring or keep anything upon the Leased and Licensed Areas which will in any way increase the premium rate for fire insurance for the Arena or the property kept therein or conflict with any laws, by-laws, rules or regulations applicable to the Arena or with any insurance policy on the Arena or any part thereof.
- (c) Each of the policies of insurance provided pursuant hereto shall contain, as applicable, a waiver of any subrogation rights which the Licensee's insurers may have against the Licensor and shall contain an agreement by the insurer to the effect that it will not cancel or alter such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after sixty (60) days prior written notice to the Licensor named in such policy. All policies of insurance required to be maintained by the Licensee hereunder shall be in form and content satisfactory to the Licensor and shall be with insurers reasonably approved by the Licensor.
- (d) The Licensee shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Restated Agreement.
- (e) The Licensee shall advise the Licensor of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Licensee fails to effect and keep such insurance in force, the Licensor shall have the right, upon written notice to the Licensee without assuming any obligation in connection therewith, to effect such insurance at the cost of the Licensor and all outlays by the Licensor shall be immediately payable by the Licensee to the Licensor without prejudice to any other rights and recourses of the Licensor hereunder. No such insurance taken out by the Licensor shall relieve the Licensee of its obligation to insure hereunder and the Licensor shall not be liable for any loss or damage suffered by the Licensee in connection therewith.
- (f) The Licensee shall not carry on or permit to be carried on any activity or allow any condition to exist on the Leased and Licensed Areas which threatens to result in the cancellation of any insurance policy on, or related to, the Arena. If it does so, the Licensor shall be entitled to enter upon the Leased and Licensed Areas and remedy such condition forthwith and all costs incurred by the Licensor in so doing shall be immediately payable by the Licensee to the Licensor without prejudice to any other rights and recourses of the Licensor hereunder. If such condition is incapable of being remedied by the Licensor and such insurance is actually cancelled, it may forthwith terminate this Restated Agreement.

## **15.2 Rules and Regulations**

The Licensee covenants and agrees to comply with and abide by and to use reasonable commercial efforts to cause its employees, servants, agents, patrons and invitees to comply with and abide by the City of North Bay Code of Conduct attached hereto as Schedule "C". The Licensor shall have the right to make or adopt such further and other reasonable rules and regulations relating to the Leased and Licensed Areas and/or the Common Areas and Facilities as

in its judgment may from time to time be deemed necessary for the proper operation of the Arena, provided they do not prevent the Licensee from enjoying and using the Leased and Licensed Areas for their intended purposes or derogate from the rights and licenses granted by this Restated Agreement. All of such rules and regulations now or hereafter in force shall be read as forming part of the terms and conditions of this Restated Agreement as if the same were embodied herein and such new rules and regulations shall be binding upon the Licensee upon delivery of written notice to the Licensee. For the enforcement of such rules and regulations, the Licensor shall have available to it all remedies in this Restated Agreement provided for breach thereof. Such rules and regulations shall be of uniform application.

### **15.3 Loading and Unloading**

The Licensee covenants that all delivery and removal of merchandise, chattels, equipment, supplies, materials, garbage, and refuse shall be made only through or by means of such doorways, corridors and elevators or such other routes as the Licensor, acting reasonably, shall designate in writing from time to time. Garbage or refuse shall be placed in containers of a type approved by the Licensor in writing and shall be removed by the Licensor, at its expense, only at such time or times as the Licensor, acting reasonably, shall from time to time require or permit. The Licensor agrees to provide, at its expense, on-site staff at the Arena for receiving from 7:00 a.m. to 5:00 p.m. weekdays. If a Licensee staff person is not available at the time a delivery arrives, the Licensor's staff shall accept shipments addressed to the Licensee but will not be responsible in any way for the shipment received provided the Licensor has stored such shipment in a secure area.

### **15.4 Fixtures**

- (a) The Licensee shall not affix or install any signs upon the exterior of the Leased and Licensed Areas, or within the interior of the Leased and Licensed Areas so as to be visible from the exterior of the Leased and Licensed Areas, and shall not affix or install any fixtures, equipment, structures or antennae without the prior written consent of the Licensor, which consent shall not be unreasonably be withheld or delayed.
- (b) The Licensee will not bring upon the Leased and Licensed Areas any articles or fixtures that by reason of their weight or size might damage or endanger the structure of the Arena, or any inflammable liquid or dangerous or explosive materials.
- (c) Upon the expiry of the Term, provided that the Licensee is not in default hereunder, the Licensee may remove its trade fixtures and equipment making good any damage incurred in such removal and provided that the Licensee restores the affected part of the Leased and Licensed Areas to the condition in which they were before the installation of such fixtures, subject to reasonable wear and tear. The Licensee shall provide the Licensor with a schedule of the Licensee's trade fixtures upon installation.

## **ARTICLE 16 REPAIRS**

### **16.1 Licensee's Repairs**

The Licensee covenants to repair and maintain the Team Facilities as would a prudent owner of similar premises, including, without limiting the generality of the foregoing, replacement of all interior glass.

### **16.2 Inspection**

The Licensee covenants that the Licensor may enter and view the state of repair upon reasonable prior written notice and that the Licensee will repair according to written notice.

### **16.3 Leave in Repair**

The Licensee covenants to leave the Team Facilities in good repair and good cleanliness, subject to reasonable wear and tear and insured damage.

### **16.4 Repair of Fixtures, etc.**

The Licensee covenants to maintain and repair all internal partitions, fixtures and improvements in the Team Facilities and all electrical and telephone outlets and conduits and any fixtures and shelving, and mechanical, electrical, heating, ventilating and air-conditioning equipment within the Team Facilities installed by or at the expense of the Licensee.

### **16.5 Notice of Accidents, Defects**

The Licensee shall give to the Licensor reasonable notice, having regard to the circumstances, of any accident to or defect in the plumbing, water pipes, heating and or any air-conditioning apparatus, electrical equipment, conduits or wires or other wires or of any damage or injury to the Leased and Licensed Areas or any part thereof howsoever caused.

### **16.6 Repair where Licensee at Fault**

If the Arena, or any part thereof, including the Leased and Licensed Areas, becomes out of repair or becomes damaged or destroyed through the negligence of the Licensee or those for whom it is in law responsible, including as a result of water or other damaging substances escaping from or into the Leased and Licensed Areas, the reasonable expense of the necessary repairs, replacements or alterations shall be borne by the Licensee which shall pay the same to the Licensor forthwith after incurred.

### **16.7 Fire or Other Destruction**

In the event of a partial or total destruction of the Leased and Licensed Areas or the Arena or any part thereof occasioned by fire, lightning, tempest or other peril insured against in customary fire and extended perils insurance as shall in the opinion of the Licensor, acting reasonably, render the Leased and Licensed Areas unleaseable or unlicensable, any amounts payable by the Licensee shall at once cease to accrue until the Leased and Licensed Areas or Arena, as the case may be, shall be rebuilt or repaired in a manner sufficient to again render the Leased and Licensed Areas



or Arena, as the case may be, leasable or licensable in the opinion of the Licensor, acting reasonably, but the Licensee shall forthwith pay to the Licensor all amounts accruing up to the time of such partial or total destruction. If the Leased and Licensed Areas are partially damaged but, in the opinion of the Licensor, acting reasonably, the Licensee can use and occupy and obtain access to the remaining part, all amounts payable by the Licensee shall abate proportionately to the extent of the unusable portion, from the date of the damage until the date of restoration. In case of total destruction of or any substantial damage to the Leased and Licensed Areas or the Arena by any cause whatsoever, which, in the opinion of the Licensor, reasonably arrived at, cannot be repaired within one hundred and eighty (180) days of the occurrence of such damage or destruction, either the Licensor or Licensee may, within thirty (30) days after the occurrence of such damage or destruction, terminate this Restated Agreement by written notice to the other, but in the absence of such notice, this Restated Agreement shall continue in full force and effect.

## **ARTICLE 17 TAXES**

### **17.1 HST**

The Licensee shall be responsible for the filing and remitting of HST on all ticket sales and other sources of revenue. The Licensee shall indemnify and hold harmless the Licensor from and against any and all penalties, costs and/or interest which may become payable by or assessed against the Licensor as a result of the Licensee's failure to file returns and remit HST.

### **17.2 Property Taxes**

The Licensee shall not be responsible to pay any property taxes resulting from the Licensee's use or occupation of the Leased and Licensed Areas or the Arena.

## **ARTICLE 18 COMPLEX SERVICES**

### **18.1 Operation of Heating, Ventilating and Air-Conditioning Equipment**

The Licensor covenants that it will operate, or cause to be operated, as reasonably necessary, during normal business hours of the Arena the heating, ventilating and air-conditioning equipment and systems serving the Leased and Licensed Areas. In case any such equipment or systems for which the Licensor is responsible are damaged or destroyed or, in the reasonable opinion of the Licensor, require repairs, inspection, overhauling or replacement, the Licensor shall carry out such work, or cause such work to be carried out, with all reasonable speed, but shall not be liable for any damages, direct, indirect or consequential, or for personal discomfort or illness of the Licensee or his, or its or their servants, employees, invitees or other persons by reason of the resulting interruption in heating, ventilating or air-conditioning.

### **18.2 No Charges for Utilities**

Subject to section 11.6, the Licensor agrees that the Licensee shall not be responsible for the cost of supplying water, fuel, power and other utilities (the "Utilities") used or consumed in or with

respect to the portions of the Leased and Licensed Areas. The Licensee shall pay separately for its own telephone service, internet service and cable television service.

### **18.3 Caretaking Service**

The Licensor covenants to cause the floors of the non-exclusive portions of the Leased and Licensed Areas to be swept and cleaned, on a periodic basis, and in accordance with the Arena standard, determined by the Licensor, acting reasonably, but the Licensor shall not be responsible for any omission or act of commission on the part of the person or persons employed to perform such work, or for any loss thereby sustained by the Licensee, or its invitees, licensees, or employees. These services will not apply to the cleaning and maintenance of floors or window coverings of any kind in the Team Facilities which shall be carried out by and at the expense of the Licensee.

## **ARTICLE 19 ASSIGNMENTS, SUBLEASES AND SUBLICENSES**

### **19.1 Sublicensing and Subleasing**

The Licensee may sublicense, sublease or part with or share possession or control of all or any part of the Leased and Licensed Areas for the purposes of merchandise sales, concessions, ticketing and the team store without the consent of, but on notice to, the Licensor. Notwithstanding the foregoing: (i) the retail store shall only be used for the sale of Battalion, Ontario Hockey League, Canadian Hockey League, National Hockey League and related branded merchandise; (ii) any items made available for sale in the Arena, including the Concession Areas, shall not conflict with any restrictions or preferential arrangements granted to any Arena naming rights sponsor pursuant to this Restated Agreement; and (iii) the Licensor shall not change the ticketing system unless it has obtained the prior written consent of the Licensor which consent shall not be unreasonably be withheld or delayed.

### **19.2 Assignment and Change of Control**

The Licensee may, without the consent of the Licensor, assign, sublease, sublicense, transfer or otherwise dispose of all or any part of its interest in this Restated Agreement to a Person who also receives a transfer of a corresponding interest in the franchise for the hockey team and the League has confirmed in writing to the Licensor the League's consent thereto, if necessary according to League rules.

If the Licensee is a corporation or a partnership any transfer or change of control of that corporation or partnership shall not require the consent of the Licensor provided that the Licensee shall give written notice of any such change of control to the Licensor within fifteen (15) days of such change.

### **19.3 Transfer of Reversionary Interest by Licensor**

Nothing contained in this Restated Agreement prohibits or restricts (or implies any such prohibition or restriction) the Licensor from selling, assigning, transferring, mortgaging, encumbering or otherwise dealing with the whole or any part of its interest in the Leased and

- (iv) temporarily obstruct or close off all or any part of the Arena for the purpose of maintenance, repair or construction;
- (v) employ personnel, including but not limited to supervisory personnel and managers, to operate, maintain and control the Arena;
- (vi) designate and specify the kinds of containers to be used for garbage and refuse and the manner and the times and places at which they are to be placed for collection and the manner in which recyclable and non-recyclable waste is to be sorted, stored and disposed of. If the Licensor, for the more efficient and proper operation of the Arena, provides or designates a commercial service for the pickup, storage and disposal of refuse, garbage and waste (whether recyclable or non-recyclable) instead of or in addition to the service provided by the Licensor, the Licensee shall use same.

## **ARTICLE 22 LIABILITIES**

### **22.1 Indemnification**

The Licensee shall indemnify and save harmless the Licensor and each of its councillors, directors, officers, agents, employees, contractors and appointees and those for whom the Licensor is in law responsible from and against any and all losses, claims, actions, damages, liabilities, liens and expenses (collectively a “**Claim**”) in connection with loss of life, personal injury, damage to property or any other loss, damage or injury whatsoever arising from or out of the use pursuant to this Restated Agreement by the Licensee or those for whom it is at law responsible of the Leased and Licensed Areas, Concession Areas, Team Facilities and all other areas the use of which is granted by this Restated Agreement, or any breach, violation or non-observance by the Licensee of any of its covenants and obligations under this Restated Agreement, save and except any Claim arising as a result of the negligence of the Licensor. If the Licensor shall be made party to any litigation commenced by or against the Licensee, then the Licensee shall indemnify and hold the Licensor harmless and shall pay all reasonable costs, expenses and legal fees (on a solicitor and his client basis) incurred or paid by the Licensor in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Licensor in enforcing the terms, covenants and conditions in this Restated Agreement.

The Licensor shall indemnify and save harmless the Licensee and each of its directors, officers, agents, employees, contractors and appointees and those for whom the Licensee is in law responsible from and against any and all Claims in connection with loss of life, personal injury, damage to property or any other loss, damage or injury whatsoever arising from or out of the use pursuant to this Restated Agreement by the Licensor or those for whom it is at law responsible of the Leased and Licensed Areas, Concession Areas, Team Facilities and all other areas the use of which is granted by this Restated Agreement, or any breach, violation or non-observance by the Licensor of any of its covenants and obligations under this Restated Agreement, save and except any Claim arising as a result of the negligence of the Licensee. If the Licensee shall be made party to any litigation commenced by or against the Licensor, then the Licensor shall indemnify and hold the Licensee harmless and shall pay all reasonable costs, expenses and legal fees (on a

solicitor and his client basis) incurred or paid by the Licensee in connection with such litigation. The Licensor shall also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Licensee in enforcing the terms, covenants and conditions in this Restated Agreement.

## **ARTICLE 23 ACCESS**

### **23.1 Access by Licensor**

Except in the case of fire or other emergency in which case no notice to the Licensee shall be required, after prior notice to the Licensee, the Licensor and parties authorized by the Licensor shall be permitted at any time and from time to time to enter and to have their authorized agents, employees and contractors enter the Team Facilities for the purpose of inspection, maintenance, making repairs, alterations or improvements to the Leased and Leased and Licensed Areas or the Arena or to have access to utilities and service facilities therein contained, and the Licensee shall provide free and unhampered access for the purpose and shall not be entitled to compensation for any inconvenience, nuisance or discomfort caused thereby, but the Licensor or parties authorized by the Licensor in exercising their rights hereunder shall proceed to the extent reasonably possible outside of normal business hours of the Licensee so as to minimize interference with the Licensee's use and enjoyment of the Team Facilities.

## **ARTICLE 24 ARBITRATION**

### **24.1 Disputes over Terms of the Restated Agreement**

In the event that a dispute or discrepancy arises over the terms or administration of this Restated Agreement:

- (a) The parties shall, upon ten (10) days notice delivered by either party, convene for a meeting facilitated by the Director of Community Development and Growth for the Licensor.
- (b) In the event that the matter is not resolved within twenty-one (21) days of the original notice, the matter shall be referred to the Chief Administrative Officer of the Licensor who shall convene a further meeting of the parties in an attempt to resolve the matter.
- (c) If the matter is not resolved within ten (10) days of the meeting convened by the Chief Administrative Officer of the Licensor either party may refer the matter to arbitration under the *Arbitrations Act, 1991* (Ontario).
- (d) All matters discussed during any of the foregoing meetings shall be privileged and confidential.
- (e) If the matter is not referred to arbitration within ten (10) days it will be considered to have been withdrawn without prejudice to raising the matter again.

## 24.2 Arbitration

The parties agree that all matters, if unable to resolved, shall be dealt with by way of arbitration and the following principles shall apply:

- (a) Upon notice from the Initiating Party to the other party, the parties shall meet and attempt to appoint a single arbitrator. If the parties are unable to agree on a single arbitrator then, upon notice given by either party and within five (5) days of such notice, the Initiating Party shall name an arbitrator and the other party shall name an arbitrator and the arbitrators so named shall promptly thereafter choose a third arbitrator. If any party shall fail to name an arbitrator within ten (10) days from such notice, then a second arbitrator shall be appointed under the provisions of the *Arbitrations Act, 1991* (Ontario) upon application of the party or parties who named an arbitrator. If the arbitrators so appointed shall fail within ten (10) days from their appointment to agree upon and appoint a third arbitrator then, upon application of any party, such third arbitrator shall be appointed pursuant to the *Arbitrations Act, 1991* (Ontario). The provisions of the *Arbitrations Act, 1991* (Ontario) shall apply to any court application pursuant to this Section.
- (b) The arbitrator or arbitrators selected to act hereunder shall be qualified by education and training to pass upon the particular question or dispute and have a minimum of ten (10) years experience with the type of problem being arbitrated. In the absence of objection by notice by either party to the other given by no later than ten (10) days after notice of the appointment of each arbitrator has been given, such arbitrator shall be deemed for all purposes to be so qualified.
- (c) The single arbitrator or the arbitrators so chosen shall proceed immediately to hear and determine the question or questions in dispute. The decision and reason therefor of the single arbitrator, or if more than one arbitrator, then of the arbitrators, or a majority of them, shall be made within twenty-five (25) days after the appointment of the single arbitrator, if that is the case, or the appointment of the third arbitrator, subject to any reasonable delay due to unforeseen circumstances. Notwithstanding the foregoing, in the event that the single arbitrator fails to make a decision within twenty-five (25) days after his appointment or if the arbitrators, or a majority of them, fail to make a decision within twenty-five (25) days after the appointment of the third arbitrator, then any party may elect to have a new single arbitrator or arbitrators chosen in like manner as if none had previously been selected.
- (d) The decision and reasons therefor of the single arbitrator, or the decision and reasons therefor of the arbitrator, or a majority of them, shall be drawn up in writing and signed by the single arbitrator or by the arbitrator, or a majority of them, and shall be final and binding upon the parties thereto as to any question or questions so submitted to arbitration and the parties shall be bound by such decision and perform the terms and conditions of this Restated Agreement.
- (e) The compensation and expenses of the single arbitrator or the arbitrators (unless otherwise determined by the arbitrators at the request of either of the parties hereto) shall be shared equally by the parties.

- (f) No party hereto shall be deemed to be in default of any matter being arbitrated until twenty (20) days after the decision of the arbitrator or arbitrators is delivered to all parties hereto.
- (g) Where arbitration is required by this Restated Agreement, commencement and completion of such arbitration in accordance with this Restated Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the matter required to be arbitrated.

### **24.3 Events of Default**

Each of the following shall be an event of default of the Licensee or Licensor, as the case may be:

- (a) whenever the Licensee or Licensor fails to make a payment to the other of any amount payable by it pursuant to this Restated Agreement within fifteen (15) days after written notice; or
- (b) whenever the Licensee or Licensor defaults in the performance of any of its other obligations hereunder and such default can be remedied by the defaulting party but is not remedied within a period next after written notice and which period shall be:
  - (i) if the default could reasonably be remedied within sixty (60) days after written notice and provided the defaulting party has commenced to remedy such failure within twenty (20) days after notice and proceeds thereafter diligently and continuously to remedy it, sixty (60) days; and
  - (ii) if the default could not reasonably be remedied within sixty (60) days after written notice and provided the defaulting party has commenced to remedy such failure not later than twenty (20) days after written notice and proceeds thereafter diligently and continuously to remedy it, that number of days after notice which would reasonably suffice for the remedying of such default; and
  - (iii) in any case where the defaulting party does not commence to remedy such default within twenty (20) days after notice, twenty (20) days.

### **24.4 Remedies**

Upon the occurrence of any event of default of the Licensee and the expiration of all notice and cure periods contained in this Restated Agreement, all amounts owing by the Licensee to the Licensor shall, on written demand, become due and payable to the Licensor thirty (30) days after written demand and charge interest on any balance outstanding at a rate of five percent (5.0%) annually, in addition to any remedy which the Licensor may have by this Restated Agreement or at law or in equity, the Licensor may, at its option, terminate this Restated Agreement and re-enter and take possession of the Leased and Licensed Areas.

Upon the occurrence of any event of default of the Licensor and the expiration of all notice and cure periods contained in this Restated Agreement, all amounts owing by the Licensor to the Licensee shall on written demand become due and payable to the Licensee thirty (30) days after written demand and, in addition to any remedy which the Licensee may have by this Restated Agreement or at law or in equity, the Licensee may, at its option, terminate this Restated Agreement.

## **ARTICLE 25 GENERAL PROVISIONS**

### **25.1 Entire Agreement**

It is hereby distinctly understood and agreed by and between the parties hereto that the terms and conditions set forth herein, together with the terms and conditions set forth in the rules and regulations and any exhibits, schedules and or plans annexed hereto embrace the whole terms and conditions of the agreement entered into by the Licensor and Licensee and supersede and take the place of any and all previous agreements or representations of any kind, written or verbal, heretofore made by anyone in reference to the Leased and Licensed Areas hereby licensed or in any way affecting the Arena and that such rules and regulations and any exhibits, schedules and/or plans shall and do form a part of this Restated Agreement as fully as if the same were included in the main body of this Restated Agreement above the execution of this Restated Agreement by the parties hereto. All of the provisions of this Restated Agreement shall be construed as covenants and agreements. If any provision of this Restated Agreement is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of this Restated Agreement, which shall remain in force and be binding as though the said provision had never been included.

### **25.2 Notices**

Any notice, statement or request herein required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently and effectually given if signed by or on behalf of the party giving the notice and either mailed by registered prepaid post, or delivered by hand as follows:

To the Licensor:

The Corporation of the City of North Bay  
PO Box 360, 200 McIntyre Street West  
North Bay, Ontario  
P18 8H8

Attention: City Clerk

or to such address as the Licensor shall notify the Licensee in writing at any time or from time to time.

To the Licensee:

44 Victoria Street

Suite 1010  
Toronto, Ontario  
M5C 1Y2

Attention: Mr. Scott Abbott

or such other address as the Licensee shall notify the Licensor in writing at any time or from time to time.

Any such notice given as aforesaid shall be deemed to have been received by the Licensor or the Licensee, as the case may be, on the fourth business day after the date on which it shall have been so mailed or the day on which it shall have been so hand delivered.

### **25.3 No Partnership**

It is understood and agreed that neither the provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Licensor and Licensee as to the Leased and Leased and Licensed Areas.

### **25.4 Headings**

The headings and Section captions in this Restated Agreement are for convenience only and are not to be considered a part of this Restated Agreement and do not in any way limit or amplify the terms and provisions of this Restated Agreement.

### **25.5 Payments**

All fees and other amounts payable hereunder shall be payable in lawful money of Canada and shall be paid to the Licensor or Licensee or such party entitled thereto in Ontario as such party may from time to time direct by written notice to the other party.

### **25.6 Agency**

The Licensee may perform all or any of its obligations hereunder by or through such manager, agency or agencies as it may from time to time determine.

### **25.7 Licensee/Licensor Acknowledgements**

The parties agree that they will at any time and from time to time upon not less than ten (10) days' prior written notice, execute and deliver to the other party (or any third party designated by such party) a certificate in writing as to the status at the time of this Restated Agreement, including as to whether this Restated Agreement is unmodified and in full force and effect (or, if modified, stating the modification and that the same is in full force and effect as modified), the amount of the fees or other amounts then being paid hereunder, the dates to which the same, by instalments or otherwise, and other charges hereunder have been paid, whether or not there is any existing default on the part of the Licensee or Licensor of which the Licensee or Licensor has notice, and any other matters pertaining to this Restated Agreement as to which may be reasonably requested in such a statement.



### **25.8 Charges Against Licensed Areas**

The Licensee covenants not to permit any mechanics' or other liens, mortgages, pledges, hypothecations or conditional sales contracts to attach to any part of the Leased and Licensed Areas or to the Arena, and that whenever and so often as any such liens, mortgages pledges, or hypothecations contracts shall attach or claims therefor shall be filed, the Licensee shall, within thirty (30) days after the Licensee has notice of the claim for lien, mortgage or contract, procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

### **25.9 Registration**

The Licensee or Licensor may register notice of this Restated Agreement or any sublicense or assignment thereof in the Land Registry Office the contents of which shall be subject to the approval of the other party, acting in a commercially reasonable manner, and which shall not be unreasonably delayed. Upon the expiration or earlier termination of this Restated Agreement, the Licensee shall, at its expense, forthwith remove and discharge any notice of this Restated Agreement or any notice of any sublicense or assignment, if any, from the title of the Arena lands, and in the event of the Licensee's failure to remove or discharge such notice after ten (10) day's written notice by the Licensor to the Licensee, the Licensor may remove and discharge such notice.

### **25.10 Confidentiality**

The parties agree that except as may be required by law they shall keep this Restated Agreement and all other documents and materials relating to this Restated Agreement in strict confidence; provided that the Licensee may disclose this Restated Agreement to: (i) its lenders or prospective lenders or prospective investors; and (ii) its representatives, agents, consultants, advisors and solicitors, and (iii) the League.

### **25.11 Interpretation**

It is hereby agreed that in construing this Restated Agreement, the word "Licensee" and the personal pronoun "he" or "his" relating thereto and used therewith shall be read and construed as "Licensee" and "his", "her", "it", "its" and "their" respectively as the number and gender of the party or parties referred to in each case require and the number of the verb agreeing therewith shall be considered as agreeing with the word or pronoun so substituted; and further provided that the Licensor, its heirs, administrators, successors and assigns, and the Licensee and its heirs, executors, administrators, successors and assigns, as the case may be, shall, except as hereinafter provided, be respectively bound by and be entitled to the benefit of these presents and of the covenants, conditions and agreements herein contained in like manner as if the words "heirs, executors, administrators, successors and assigns" were inserted next after the word "Licensor" and as if the words "heirs, executors, administrators, successors and assigns" were inserted next after the word "Licensee" throughout, so far as the nature of the case will admit and unless the context shall require different construction. In the event of a sale of the Arena or any part of this Restated Agreement by the Licensor named herein, or the assignment of this Restated Agreement, by the Licensor, then, to the extent that the purchaser or assignee has assumed the covenants and obligations of the named Licensor, it shall without further written agreement be freed of liability upon such covenants and obligations accruing from the date of assumption.

### **25.12 Governing Law**

This Restated Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The parties agree that the Courts of Ontario shall have jurisdiction to determine any matters arising hereunder.

### **25.13 Force Majeure**

Notwithstanding anything to the contrary contained in this Restated Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of any one or more of the following: strikes; walkouts; labour troubles; industrial disturbances; inability to procure materials or services; failures; fluctuations or non-availability of electric power, heat, light, ventilation or air-conditioning; governmental laws, regulations or controls; riots; civil commotions; insurrections; anarchy; acts of a foreign enemy; revolution; acts of sabotage; acts of terrorism, bioterrorism or cyber-terrorism; invasion; rebellion; military or usurped power; war (whether declared or not) or warlike operations; blockades; epidemics; washouts; nuclear and radiation activity or fallout; explosions; acts of God (including without limitation, earthquakes, blizzards, floods, hurricanes, lightning, storms and other natural disasters); damage caused by any aircraft; or any other reason whether or similar in nature or not which is not the fault of the party delayed in performing work or doing any acts required under the terms of this Restated Agreement (collectively "**Force Majeure**"), then performance of such terms, covenant or act shall be excused for the period of delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of such delay. The parties agree that the party claiming the benefit of Force Majeure shall inform the other party in writing promptly on learning of such delay and shall, where possible, use commercially reasonable efforts to mitigate the effect of such delay. If the period of delay in the performance of any term, covenant or act required hereunder by reason of or due to any event of Force Majeure exceeds 180 days the Licensee shall have the right to terminate this Restated Agreement by written notice to the Licensor but, in the absence of such notice, this Restated Agreement shall continue in full force and effect.

### **25.14 Counterpart/Electronic Signature**

This Restated Agreement may be executed in counterpart and transmitted by email and the reproduction of any signature in counterpart and by email will be treated as though such reproduction was an executed original signature. The parties agree that electronic signatures shall have the same legal effect as original (i.e., ink) signatures and that an electronic, scanned, facsimile or duplicate copy of any signatures shall be deemed to be an original and may be used as evidence of execution.

The parties have executed this Restated Agreement as of the date first written above.

**THE CORPORATION OF THE CITY OF  
NORTH BAY**

By: 

Name: Allan McDonald

Title: Mayor

By: 

Name: Karen McIsaac

Title: City clerk

I/We have the authority to bind the Corporation.

**NORTH BAY BATTALION HOCKEY CLUB  
LTD.**

By: 

Name: C. Scott Abbott

Title: Owner and Governor

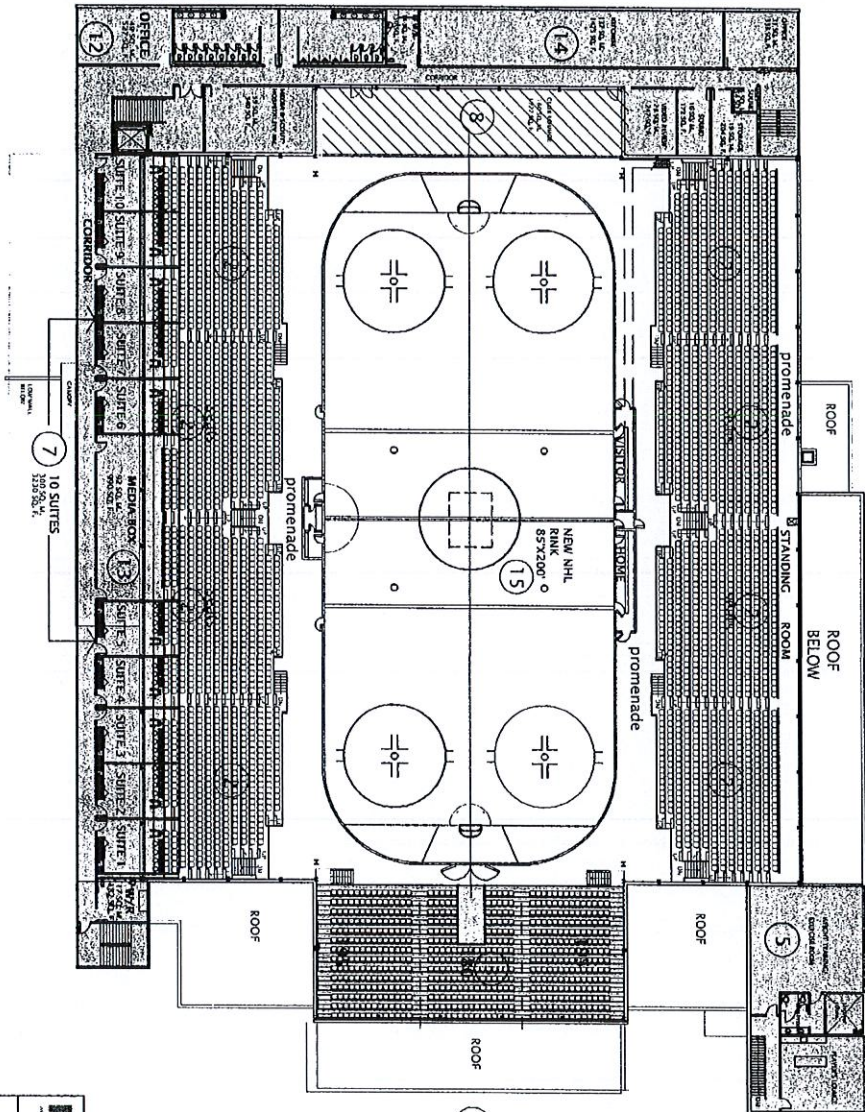
By: \_\_\_\_\_

Name:




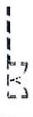
Title:

I/We have the authority to bind the Corporation.

**SCHEDULE A  
SITE PLAN OF ARENA**



HOME TEAM  
UPPER LEVEL  
19720, 14  
1211 50, 1

-  EXISTING TO REMAIN
-  EXISTING TO RENOVATE
-  NEW ADDITION
-  EXISTING TO BE DEMOLISHED

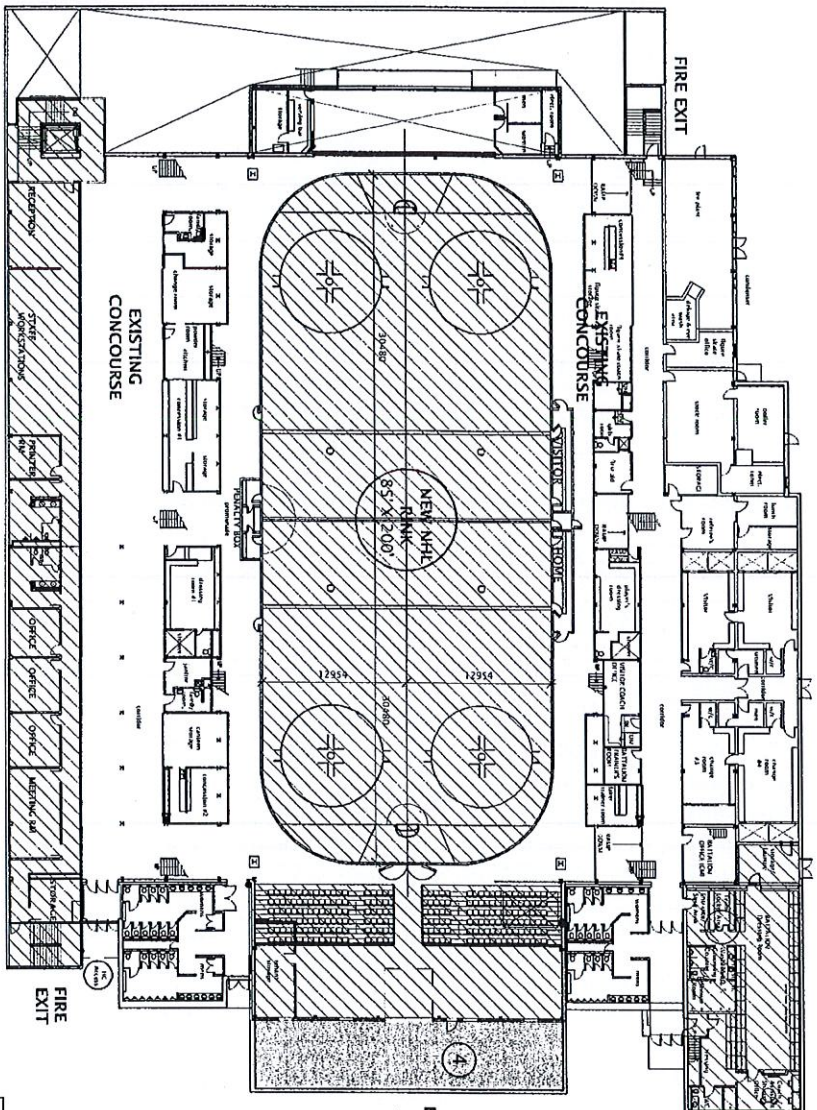
3 570  
NEW SEATS

**NORR CONCEPT PLAN**

**Memorial Gardens**





MAIN & SECOND LEVEL FLOOR PLAN CHANGES

Drawn By	Scale 1:400	Drawing No.
Ctd. By	Date 12/20/2012	Upper Level



OFFICE LEVEL  
422 SQ.M  
4542 SQ.F

BACK OF HOUSE EXPANSION  
178 SQ.M.  
1916 SQ.F.

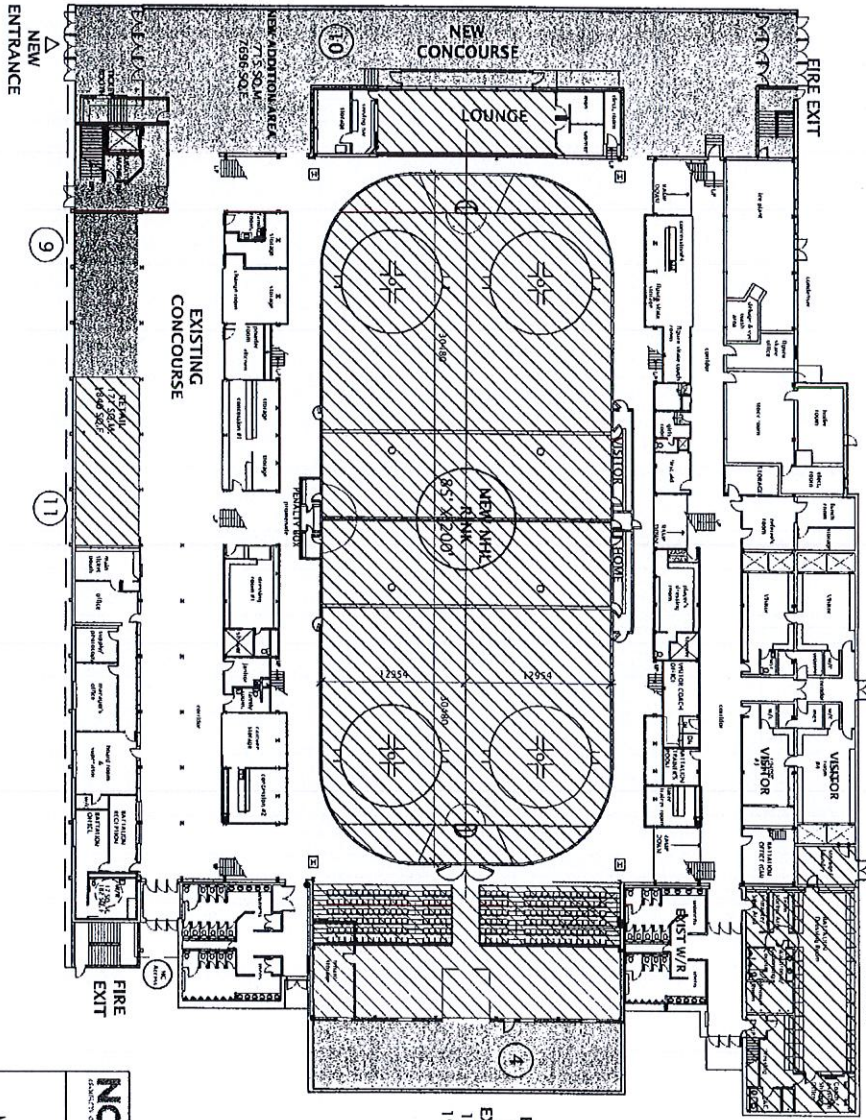
-  EXISTING TO REMAIN
-  EXISTING TO RENOVATE
-  NEW ADDITION
-  EXISTING TO BE DEMOLISHED

**NORR CONCEPT PLAN**

**Memorial Gardens**





MAIN & SECOND LEVEL FLOOR PLAN CHANGES

Drawn By	Scale 1:400	Drawing No.
Ch'd. By	Date 12/20/2012	Mezzanine



NOTE: THIS EXISTING FOOT  
 218 SQ. M.  
 2322 SQ. F.

BACK OF  
 HOUSE  
 EXPANSION  
 178 SQ.M.  
 1916 SQ.F.

-  EXISTING TO REMAIN
-  EXISTING TO RENOVATE
-  NEW ADDITION
-  EXISTING TO BE DEMOLISHED

**NORR** CONCEPT PLAN

**Memorial Gardens**

MAIN & SECOND LEVEL FLOOR PLAN CHANGES

Drawing No. Main Level

Drawn By	Scale 1:400	Drawing No.
CR-D. By	Date 12/20/2012	Main Level

**SCHEDULE B**  
**FLOOR PLANS SHOWING LEASED AND LEASED AND LICENSED AREAS**  
**(INCLUSIVE OF GAME FACILITIES AND TEAM FACILITIES)**



SCHEDULE C  
NORTH BAY CODE OF CONDUCT



**Code of Conduct**

The Corporation of the City of North Bay is committed to providing a working environment which is supportive of the productivity, physical and psychological well-being and safety of all stakeholders.

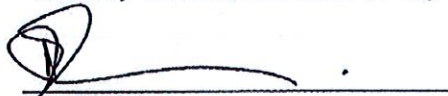
All City Staff shall:

1. Make every effort to provide prompt, effective and courteous service.
2. Apply rules in a fair, professional and positive manner.
3. Treat all stakeholders as valued partners in delivery of programs and services.
4. Refrain from engaging in disparaging comments regarding the City.

All stakeholders shall:

1. Cooperate in maintaining a positive environment.
2. Treat all individuals with respect and dignity.
3. Refrain from using threatening, abusive or harassing language and/or behavior.
4. Uphold the Human Rights Code and the Occupational Health & Safety Act.
5. Refrain from deliberate or reckless misuse or damaging of City equipment and property.

As determined by the Chief Administrative Officer and/or Senior Management, a violation of these rules may result in disciplinary action, recovery of costs, restriction of City services and/or possible prosecution.

  
\_\_\_\_\_  
David Euler  
Chief Administrative Officer

April 2019

**Schedule D**  
**Schedule of Loan Payments**

<b>Loan Payment #</b>	<b>Date</b>	<b>Cheque #</b>	<b>Amount</b>	<b>Declining Balance \$ 5,000,000</b>
1	20-Mar-14	29870	69,031.25	4,930,968.75
2	27-Mar-14	30025	2,881.25	4,928,087.50
3	6-Jun-14	31610	97,742.50	4,830,345.00
4	14-Aug-14	33358	40,383.75	4,789,961.25
5	30-Dec-14	36709	111,360.00	4,678,601.25
6	26-Mar-15	38482	26,902.50	4,651,698.75
7	30-Apr-15	39154	32,092.50	4,619,606.25
8	11-Sep-15	41818	24,595.00	4,595,011.25
9	5-Nov-15	42856	97,478.75	4,497,532.50
10	11-Feb-16	44655	21,963.75	4,475,568.75
11	2-Jun-16	46324	27,256.25	4,448,312.50
12	15-Sep-16	47814	19,957.50	4,428,355.00
13	24-Nov-16	48713	71,850.00	4,356,505.00
14	9-Mar-17	49854	24,851.25	4,331,653.75
15	22-Jun-17	50988	18,450.00	4,313,203.75
16	23-Aug-17	51696	595.00	4,312,608.75
17	16-Nov-17	52413	71,140.00	4,241,468.75
18	22-Feb-18	58715	17,085.00	4,224,383.75
19	21-Jun-18	59875	57,109.25	4,167,274.50
20	13-Sep-18	60539	2,800.00	4,164,474.50
21	20-Dec-18	61640	69,756.25	4,094,718.25
22	2-May-19	62740	14,522.50	4,080,195.75
23	29-Aug-19	63641	22,003.75	4,058,192.00
24	21-Nov-19	64283	6,226.25	4,051,965.75
25	30-Jan-20	64779	56,183.75	3,995,782.00