

DEMOLITION AGREEMENT

THIS AGREEMENT made as of the 5th day of December, 2019.

AMONG:

THE CITY OF CALGARY

(the "City")

AND:

**CSE REAL ESTATE CORPORATION,
in its capacity as general partner for and on behalf of
CSE REAL ESTATE LIMITED PARTNERSHIP**

("CSERELP")

AND:

**CALGARY SPORTS AND ENTERTAINMENT CORPORATION,
in its capacity as general partner for and on behalf of
CALGARY FLAMES LIMITED PARTNERSHIP**

(the "Guarantor")

RECITALS:

- A. The City is the registered owner of the Saddledome Lands, on which is constructed the Saddledome.
- B. Pursuant to the terms of the Project Framework Agreement and the Land Exchange Agreement, the Saddledome must be demolished and the Saddledome Lands reclaimed.
- C. The City and CSERELP have agreed that the demolition of the Saddledome and any reclamation or remediation work required to be done in connection with the demolition and removal of the Saddledome will be completed by the City, with the costs of such demolition to be shared by the City and CSERELP, all on the terms and conditions more particularly set out below.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration paid by each of the Parties to the others (the receipt and sufficiency of which is hereby expressly acknowledged), the Parties hereto agree as follows:

1. Definitions

The following definitions shall apply in the interpretation of this Agreement and in the Recitals and the Schedules hereto:

- (a) "**Bank Rate**" means the prime rate of interest per annum published by Royal Bank of Canada, from time to time, as may be in effect on the first day of each month as

its reference rate of interest used to determine rates of interest for commercial loans in Canada in Canadian funds, expressed as an annual rate;

- (b) **"Business Day"** means any day which is not a Saturday, Sunday or a day observed as a holiday under the laws of the Province of Alberta or the federal laws of Canada applicable therein;
- (c) **"Change in Control"** has the meaning ascribed to it in the Project Framework Agreement;
- (d) **"Development Management Agreement"** means the development management agreement dated December 5, 2019 among the City, CSERELP, the Guarantor and Calgary Municipal Land Corporation, as such agreement may be amended, renewed, supplemented, restated or replaced from time to time by the parties thereto;
- (e) **"Disposition"** has the meaning ascribed to it in the Project Framework Agreement;
- (f) **"Event Centre"** has the meaning ascribed to it in the Project Framework Agreement;
- (g) **"Event of Insolvency"** has the meaning ascribed to it in the Project Framework Agreement;
- (h) **"Land Exchange Agreement"** means the land exchange agreement dated December 5, 2019 between the City and Calgary Exhibition and Stampede Limited, as such agreement may be amended, renewed, supplemented, restated or replaced from time to time by the parties thereto;
- (i) **"Management and Lease Agreement"** means the management and lease agreement dated December 5, 2019 among the City, CSERELP and the Guarantor, as such agreement may be amended, renewed, supplemented, restated or replaced from time to time by the parties thereto;
- (j) **"Parties"** means the City, CSERELP and the Guarantor, and **"Party"** means any of them;
- (k) **"Person"** has the meaning ascribed to it in the Management and Lease Agreement;
- (l) **"Project Framework Agreement"** means the project framework agreement dated December 5, 2019 among the City, CSERELP and the Guarantor, as such agreement may be amended, renewed, supplemented, restated or replaced from time to time by the parties thereto;
- (m) **"Saddledome"** means, collectively, the arena and related facilities and improvements located on the Saddledome Lands, all as more particularly shown on the plan attached hereto as Schedule "B";
- (n) **"Saddledome Lands"** means the lands legally described in the attached Schedule "A";

- (o) "Turnover" has the meaning ascribed thereto in the Development Management Agreement;
- (p) "Turnover Date" has the meaning ascribed thereto in the Development Management Agreement; and
- (q) "Work" has the meaning ascribed thereto in Section 2 below.

2. Demolition and Reclamation Work

As soon as is reasonably practicable following Turnover, the City shall undertake the demolition and removal of the existing structure of the Saddledome and any remediation or reclamation required in connection with the demolition and removal of the Saddledome to return the Saddledome Lands to a clean and buildable state as required by the Land Exchange Agreement, including the excavation and disposal of materials located on or under the Saddledome Lands and removal of hazardous materials located at or within the Saddledome Lands (collectively, the "Work").

3. Demolition and Reclamation Costs

- (a) Upon receipt of an invoice for the Work (each, an "Invoice"), the City shall provide a copy of such Invoice to CSERELP.
- (b) On or before the Business Day immediately prior to the date the Invoice is due, CSERELP shall pay to the City ten (10%) percent of the costs set out in such Invoice, having regard to Section 3(c) below, by way of certified cheque or wire transfer. The City agrees that, notwithstanding the date each Invoice is due, CSERELP shall have no less than five (5) Business Days to pay its portion of the Invoice to the City under this Section 3(b).
- (c) The City and CSERELP acknowledge and agree that the maximum aggregate costs payable by CSERELP under and pursuant to this Section 3 will be one million five hundred thousand (\$1,500,000.00) dollars in the aggregate. Once CSERELP has expended one million five hundred thousand (\$1,500,000.00) dollars in the aggregate on account of the Work, it shall have no further obligation under this Section 3. With each payment, CSERELP shall confirm to the City the total amount paid by CSERELP on account of the Work pursuant to this Section 3.

4. Effective Date

The Parties hereto agree that the effective date of this Agreement shall be the Turnover Date and the respective rights and obligations of the City and CSERELP under this Agreement, shall commence as of the Turnover Date (unless this Agreement or the Project Framework Agreement is terminated in accordance with the provisions of Section 7 below).

5. Guarantee

- (a) Guaranteed Obligations
 - (i) The Guarantor hereby agrees that it absolutely and unconditionally guarantees to the City, the prompt payment when due, of all amounts due

under this Agreement including, without limitation, administration fees, interest, charges and other amounts of any kind whatsoever payable under this Agreement by CSERELP and the observance and performance of all other covenants, provisions and obligations of whatsoever kind contained in or arising out of this Agreement, which are to be observed and performed by CSERELP under this Agreement (collectively the "**Guaranteed Obligations**").

- (ii) If any or all of the Guaranteed Obligations are not duly paid or performed by CSERELP and are not paid or performed by the Guarantor under Section 5(a)(i) for any reason whatsoever, the Guarantor shall, as a separate and distinct obligation, indemnify and save harmless the City from and against all losses resulting from the failure of CSERELP to pay or perform such Guaranteed Obligations, other than any Guaranteed Obligations for which CSERELP has a defense or are otherwise not enforceable against CSERELP unless, in any such case, such defence or unenforceability is as a result of an Event of Insolvency in respect of CSERELP.

(b) No Discharge or Diminishment of Guarantee

- (i) The obligations of the Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full and performance in full of the Guaranteed Obligations), including (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate or partnership existence, structure or ownership of CSERELP or of or any other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting CSERELP or the Guarantor (including, without limitation, any Event of Insolvency) (each, an "**Obligated Party**"), or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which the Guarantor may have at any time against any Obligated Party, the City or any other Person, whether in connection herewith or in any unrelated transactions.
- (ii) The obligations of the Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of Applicable Law purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.
- (iii) Further, the obligations of the Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the City to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; or (iii) any default, failure or delay, willful or otherwise, in the

payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of the Guarantor or that would otherwise operate as a discharge of the Guarantor as a matter of law or equity (other than the payment in full and performance in full of the Guaranteed Obligations).

(c) Defenses Waived

- (i) To the fullest extent permitted by Applicable Law, the Guarantor hereby waives any defense based on or arising out of any defense of CSERELP or the Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of CSERELP or the Guarantor, other than the payment in full and performance in full of the Guaranteed Obligations. Without limiting the generality of the foregoing, the Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by Applicable Law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person. The City may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of the Guarantor under this guarantee except to the extent the Guaranteed Obligations have been fully paid and performed. To the fullest extent permitted by Applicable Law, the Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to Applicable Law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Guarantor against any Obligated Party or any security.

(d) Guarantor Acknowledgments

- (i) The Guarantor hereby acknowledges that the City shall not be required to (and the Guarantor hereby waives any right to require the City to):
- A. proceed against or exhaust any remedy against CSERELP or any other indemnifier or guarantor or any other Person;
 - B. proceed against or exhaust any security given by CSERELP or any other Person to the City; or
 - C. pursue any other remedy available to the City. The City has the right to enforce this guarantee regardless of the acceptance of additional security from CSERELP or any other Person and regardless of any release or discharge of CSERELP by the City or by others or by operation of any law,

before making a claim hereunder against the Guarantor.

(e) Demand

- (i) If any Guaranteed Obligation is not performed or paid for any reason whatsoever when due or payable by CSERELP, the City may treat such Guaranteed Obligation as due or payable and may demand forthwith from the Guarantor: (a) performance of the applicable Guaranteed Obligation to be performed hereunder; and/or (b) payment of the total amount of the applicable Guaranteed Obligation guaranteed hereunder. The Guarantor shall pay to or perform in favour of the City the total amount (or the total performance) of the applicable Guaranteed Obligation forthwith after demand therefor is made to the Guarantor.

(f) Rights of Subrogation

- (i) The Guarantor will not assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any collateral, until CSERELP and the Guarantor have fully performed all of the obligations, provisions and covenants to be performed by CSERELP under this Agreement.

(g) Information

- (i) The Guarantor assumes all responsibility for being and keeping itself informed of CSERELP's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that the Guarantor assumes and incurs under this guarantee, and agrees that the City shall not have any duty to advise the Guarantor of information known to it regarding those circumstances or risks.

(h) Survival

- (i) The provisions of this Section 5 shall survive the expiration of the term of this Agreement or sooner termination of this Agreement including, without limitation, any disclaimer of this Agreement by or on behalf of CSERELP if an Event of Insolvency occurs in respect of CSERELP.

6. Competing Programming

So long as the Manager (as defined in the Management and Lease Agreement) is not in default of any of its obligations under the Management and Lease Agreement beyond the expiration of any applicable cure period provided therefor, the City and CSERELP shall work together to ensure that no programming which competes with programming offered at the Event Centre by the Manager pursuant to the Management and Lease Agreement will be offered at the Saddledome prior to the commencement of the Work by the City. CSERELP shall retain the right to approve of any and all programming offered at the Saddledome, which may be in competition with programming at the Event Centre prior to the demolition of the Saddledome. If there is programming offered at the Saddledome that CSERELP, acting reasonably, considers to be in competition with programming offered at the Event Centre, the City will obtain the written approval of CSERELP prior to such programming being offered. CSERELP will provide written notice confirming its approval or non-approval of the proposed programming within five (5) Business

Days of receipt of a request for approval by the City. If CSERELP has not responded within such five-Business-Day period, it shall be deemed to have approved the proposed programming at the Saddledome.

7. Project Framework Agreement

- (a) If the Project Framework Agreement is terminated prior to the Turnover Date, as a result of the Parties failing to satisfy or waive: (i) the Environmental Condition (as defined in the Project Framework Agreement) on or before the date that is fifteen (15) days following receipt by both Parties of the Phase 1 & 2 Report (as defined in the Project Framework Agreement), with the Phase 1 & 2 Report to be delivered as soon as reasonably practicable and in any event by no later than February 29, 2020; (ii) the Threshold Conditions (as defined in the Project Framework Agreement) on or before the Pre-Commencement Date (as defined in the Project Framework Agreement); or (iii) the Construction Conditions (as defined in the Project Framework Agreement) on or before the Construction Phase Commencement Date (as defined in the Project Framework Agreement), in each case in accordance with the provisions of the Project Framework Agreement, then, in any such case, this Agreement shall automatically terminate and be null and void. Any such termination of this Agreement in the circumstances described in this Section 7(a) shall be without any liability of the Parties to one another pursuant to this Agreement.
- (b) In the event that the Project Framework Agreement is terminated prior to the Turnover Date, as a result of the default of CSERELP thereunder that occurs and continues beyond the expiration of any applicable cure period provided therefor, and the City elects to proceed with the Work as contemplated herein, then, notwithstanding any such termination of the Project Framework Agreement, the Parties agree that the effective date of this Agreement shall be the date on which the City so elects to proceed with the Work, in which case all provisions of this Agreement shall be deemed to be effective as of such date, other than the provisions of Section 6 hereof, which the Parties agree shall be of no force or effect in such circumstances, with the intent and to the effect that CSERELP shall have no rights in respect of on-going operations at the Saddledome.

8. Events of Default

- (a) Any of the following events shall constitute an event of default (a "**City Event of Default**") hereunder by the City:
 - (i) the occurrence of any Event of Insolvency as to the City;
 - (ii) if the City defaults in the payment or performance of a material obligation under this Agreement, and, in the case of a payment default, such default is not cured within ten (10) days after notice of such default has been given to the City by CSERELP or, in the case of any other default of a material obligation, such default is not cured within thirty (30) days after notice of such default has been given to the City by CSERELP or within such longer period as may be reasonably necessary given the nature of the default in question provided that the City promptly commenced and diligently continued to cure such default until it was so cured; or

- (iii) the occurrence of any Disposition by the City in contravention of Section 9.
- (b) Any of the following events shall constitute an event of default (a "CSERELP Event of Default") hereunder by CSERELP:
 - (i) the occurrence of any Event of Insolvency as to CSERELP; or
 - (ii) if CSERELP defaults in the payment or performance of a material obligation under this Agreement, and, in the case of a payment default, such default is not cured within ten (10) days after notice of such default has been given to CSERELP by the City or, in the case of any other default of a material obligation, such default is not cured within thirty (30) days after notice of such default has been given to CSERELP by the City or within such longer period as may be reasonably necessary given the nature of the default in question provided that CSERELP promptly commenced and diligently continued to cure such default until it was so cured; or
 - (iii) the occurrence of any Disposition by CSERELP or Change in Control of CSERELP in contravention of Section 9.
- (c) If a CSERELP Event of Default has occurred, the City shall have the right (but shall have no obligation) to take one or more of the following actions (without prejudice to any other right or remedy available to the City pursuant to this Agreement or at law or in equity):
 - (i) if such CSERELP Event of Default is a payment default, maintain an action against CSERELP for any unpaid amounts and interest thereon (at the Bank Rate plus five (5%) percent per annum, calculated and payable monthly in arrears on the first Business Day of each and every month), plus the costs of the action on a solicitor and client basis, on a continuing basis as such amounts are payable, but not paid by CSERELP, as if those payment obligations were liquidated damages due and payable on the relevant date they were due to be paid, without any right or resort of CSERELP to set-off or counterclaim; and
 - (ii) take such other action as the City deems appropriate to attempt to cure the default in question, the City's costs in respect of which shall be payable by CSERELP on demand and shall bear interest from the date incurred to the date paid at the rate of five (5%) percent per annum in excess of the Bank Rate.
- (d) If a City Event of Default has occurred, CSERELP shall have the right (but shall have no obligation) to take one or more of the following actions (without prejudice to any other right or remedy available to CSERELP pursuant to this Agreement or at law or in equity):
 - (i) if such City Event of Default is a payment default, maintain an action against the City for any unpaid amounts and interest thereon (at the Bank Rate plus five (5%) percent per annum, calculated and payable monthly in arrears on the first Business Day of each and every month), plus the costs of the action on a solicitor and client basis, on a continuing basis as such

amounts are payable, but not paid by the City, as if those payment obligations were liquidated damages due and payable on the relevant date they were due to be paid, without any right or resort of the City to set-off or counterclaim; and

- (ii) take such other action as CSERELP deems appropriate to attempt to cure the default in question, CSERELP's costs in respect of which shall be payable by the City on demand and shall bear interest from the date incurred to the date paid at the rate of five (5%) percent per annum in excess of the Bank Rate.

9. Assignment

No Party may undertake a Disposition of this Agreement or effect a Change in Control except in connection with a Disposition or Change in Control permitted by, and undertaken in accordance with, the terms and conditions of the Project Framework Agreement.

10. Confidentiality and Freedom of Information and Protection of Privacy

The City, CSERELP and the Guarantor hereby agree that the provisions of Article 12 of the Project Framework Agreement are hereby incorporated into this Agreement by reference, and shall apply hereto *mutatis mutandis*. Without limiting the preceding sentence, CSERELP and the Guarantor acknowledge that: (a) the City is subject to the provisions of FOIP (as defined in the Project Framework Agreement); (b) pursuant to the provisions of FOIP, the City may be requested to disclose any records relating to this Agreement and under the custody or control of the City, including, without limitation, the contents of this Agreement; (c) any such disclosure if required by FOIPP will only be made in accordance with and to the extent required by the provisions of FOIP; and (d) this Agreement shall be made public.

11. Notices

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered personally upon the Party for whom it is intended, mailed by registered mail or written electronic communications which results in a written or printed notice at:

- (a) the City, addressed to it, at:

The City of Calgary
8th Floor, 800 Macleod Trail SE
Calgary, Alberta T2G 2M3
Attention: City Treasurer
Fax No.: 403-268-2578

with a copy to:

The City of Calgary
12th Floor, 800 Macleod Trail SE
Calgary, Alberta T2G 2M3
Attention: City Solicitor
Fax No.: 403-268-4634

(b) CSERELP, addressed to it, at:

c/o Calgary Sports and Entertainment Corporation
555 Saddledome Rise SE
Calgary, Alberta T2G 2W1
Attention: President and Chief Executive Officer
Fax No.: 403-777-5349

(c) the Guarantor, addressed to it, at:

555 Saddledome Rise SE
Calgary, Alberta T2G 2W1
Attention: President and Chief Executive Officer
Fax No.: 403-777-5349

or to such other address or in care of such other officers as a Party may from time to time advise to the other Parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if delivered personally or by written electronic communication shall be deemed to be the date of delivery thereof (if such day is a Business Day and if not, the next following Business Day), or if mailed as aforesaid, the date of delivery by the postal authority.

12. Enforceability

Save and except for any provisions or covenants contained herein which are fundamental to the subject matter of this Agreement (including those that relate to the payment of monies), the invalidity or unenforceability of any provisions of this Agreement or any covenants herein contained will not affect the validity or enforceability of any other provision or covenants hereof or herein contained and any such invalid provisions or covenants will be deemed to be severable. Each provision and covenant herein contained will be separately valid and enforceable to the fullest extent permitted by law.

13. Accounting Terms

The accounting terms used herein unless otherwise defined, shall have the meaning accorded thereto from time to time by Canadian generally accepted accounting principles.

14. Extended Meanings

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Whenever a statement or provision in this Agreement is followed by words denoting inclusions or examples (such as "including" or "such as" or "by way of example") and then a list of, or reference to, specific matters or items, such list or reference shall not be read as to limit or restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" or "but not limited to" do not precede such list or reference.

15. Business Days

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

16. Calculation of Interest

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded. Interest shall accrue from day to day on the basis of a 365 day year, for the actual number of days elapsed and shall be calculated semi-annually. Where the calendar year of calculation contains 366 days, each rate of interest herein shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) as such rate multiplied by 366 and divided by 365.

17. Currency

All references to money herein are references to lawful money of Canada.

18. Headings

The headings of any article, section or part thereof are inserted for purposes of convenience only and do not form part hereof.

19. Interpretation

The interpretation of this Agreement shall not permit a revenue, expense, liability, recovery, receipt, payment, reserve or reimbursement to be duplicated.

20. Time of Essence

Time shall in all respects be of the essence hereof.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

22. Third Parties

None of the rights or obligations hereunder of any Party shall enure to the benefit of or be enforceable by any party other than the Parties to this Agreement and their respective successors and permitted assigns.

23. Entire Agreement

This Agreement, together with the other agreements contemplated by this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, understandings, negotiations, proposals, representations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement and in the other agreements contemplated by this Agreement.

24. Survival of Covenants

Any covenant, term or provision of this Agreement which, in order to be effective must survive the termination of this Agreement, shall survive any such termination.

25. Waivers

No failure by any Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any other or subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

26. Capacity of the City

The City is entering into this Agreement in its capacity as an owner of real property and not as a regulatory, statutory or approving government authority, and nothing in this Agreement shall constitute the granting by the municipality of The City of Calgary of any approval or permit as may be required pursuant to the *Municipal Government Act* (Alberta) or any other legislation in force in the Province of Alberta. Nothing in this Agreement restricts the municipality of The City of Calgary, its Council, its officers, employees or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a government authority.

27. Counterparts

This Agreement may be executed in original counterparts, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date first above written.

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IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first written above.

THE CITY OF CALGARY

By: _____ "D. Duckworth"

Name:

Title:

By: _____ "L.M. Kennedy"

Name:

Title:

**CSE REAL ESTATE CORPORATION, in its
capacity as general partner for and on
behalf of CSE REAL ESTATE LIMITED
PARTNERSHIP**

By: _____ "J. Bean"

Name: John Bean

Title: President and CEO

By: _____ "K.M. King"

Name: Ken M. King

Title: Vice Chairman

SCHEDULE "A"

Legal Description of the Saddledome Lands

1. Portion of
PLAN 0810361
BLOCK 2
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.374 HECTARES (0.92 ACRES) MORE OR LESS

Municipally known as 514 17 AVENUE SE
2. Portion of
PLAN 0810361
BLOCK 2
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.797 HECTARES (1.97 ACRES) MORE OR LESS

Municipally known as 532 17 AVENUE SE
3. Portion of
PLAN 0810361
BLOCK 2
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.517 HECTARES (1.28 ACRES) MORE OR LESS

Municipally known as 602 17 AVENUE SE
4. Portion of
PLAN 0810361
BLOCK 2
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.671 HECTARES (1.66 ACRES) MORE OR LESS

Municipally known as 614 17 AVENUE SE
5. Portion of
THAT PORTION OF THE ROAD ALLOWANCE ADJOINING THE SOUTH BOUNDARY
OF THE SOUTH EAST QUARTER OF SECTION 15
IN TOWNSHIP 24
RANGE 1
WEST OF THE 5 MERIDIAN (NOW KNOWN AS 17 AVENUE S.E.)
WHICH LIES TO THE WEST OF THE PRODUCTION SOUTH OF THE EAST
BOUNDARY OF 4A STREET S.E. ON PLAN 3819N AND, TO THE EAST OF THE
PRODUCTION SOUTH OF THE WEST BOUNDARY OF LOT 40, BLOCK 110, ON
PLAN "C"
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipally known as 1696 STAMPEDE TRAIL SE

6. THAT PORTION OF THE ROAD ALLOWANCE ADJOINING THE SOUTHERN BOUNDARY OF SECTION 15
IN TOWNSHIP 24
RANGE 1
WEST OF THE 5 MERIDIAN (NOW KNOWN AS 17 AVENUE SE) WHICH LIES:
TO THE WEST OF THE SOUTHERLY PRODUCTION OF THE WESTERN
BOUNDARY OF LOT 1, AND
TO THE EAST OF THE SOUTHERLY PRODUCTION OF THE WESTERN BOUNDARY
OF LOT 8
IN BLOCK 110 ON PLAN 3819N
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipally known as 1698 4A STREET SE

7. Portion of
THAT PORTION OF THE ROAD ALLOWANCE ADJOINING THE SOUTH BOUNDARY
OF SECTION 15
IN TOWNSHIP 24
RANGE 1
WEST OF THE 5 MERIDIAN WHICH LIES TO THE EAST OF THE SOUTHERLY
PRODUCTION OF THE WESTERN BOUNDARY OF LOT 1 IN BLOCK 110 ON PLAN
3819N AND TO THE WEST OF THE ELBOW RIVER
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipally known as 1698R 4A STREET SE

8. Portion of
MERIDIAN 5 RANGE 1 TOWNSHIP 24
SECTION 10
THAT PORTION OF THE NORTH EAST QUARTER LYING NORTH OF THE ELBOW
RIVER WHICH LIES EAST OF ROAD PLAN 0410950
CONTAINING 37.4 HECTARES (92.5 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipally known as 1410 OLYMPIC WAY SE

