Terms and Condition to Lease Glenmore Twin Arena Concessions from The City of Calgary, as Landlord

Rent - Market Rent plus GST, payable in equal monthly instalments of Market Rent plus GST beginning on the Commencement Date.

Operating Costs TBD plus GST per season, payable in equal monthly instalments of $TBD plus GST, beginning on the Commencement Date. The Operating Costs will be reviewed and adjusted annually.

Commencement Date July 1, 2027

The Licensor shall provide a one (1) to three (3) month rent free fixturing period from the Commencement Date. During such fixturing period, the Licensee shall pay all applicable Operating Costs.

Subject to termination by either party upon six (6) months written notice.

The Licensee to have two (2) options to renew for terms of five (5) years provided the Licensor determines the Property is not required for municipal purposes, upon the same provisions except for the Consideration to be agreed by the Parties or arbitrated but to be no less than the Consideration for the immediately preceding year

The Licensee shall not build or place any improvements on the property without prior approval in writing from the Licensor.

The Licensee shall remove all improvements at their cost and expense and return the property to the original state as agreed upon between both the Licensee and the Licensor

The Licensee shall ensure that all proper permits are obtained prior to commencing improvements on the property at their sole cost and expense.

The Licensor to permit the Licensee to sell or offer for sale alcoholic products or beverages for on-site consumption during the Term, provided that the sale and consumption of alcoholic products or beverages shall only be permitted within the facility in designated areas only,

The Licensee to adhere to the Alberta Liquor and Gaming Commission regulations, provide and post required permits a required.

The Licensee must ensure that all staff serving alcoholic beverages hold a valid ProServe license.

The Licensee is responsible for obtaining a liquor license permit at their own cost and expense.

The Licensee shall comply with all of The City of Calgary's requirements for the sale, purchase, distribution, and advertisement of non – alcoholic beverages at the City's facilities. Pouring rights exclusive to Coca – Cola.

The Licensee agrees to comply with all food safety guidelines, regulations, and standards as stipulated by Alberta Health Services (AHS). This includes, but is not limited to, proper food handling, storage, preparation, and serving practices. The Licensee shall ensure that all personnel involved in food-related activities are adequately trained and adhere to these guidelines to maintain the highest standards of food safety and public health.

The Licensee shall provide the Licensor with copies of all reports, inspections, and communications from Alberta Health Services (AHS). This includes, but is not limited to, inspection reports, violation notices, and any correspondence related to food safety and health regulations. The Licensee shall ensure that these documents are made available to the Licensor in a timely manner.

The Licensee shall immediately notify the Licensor of any infractions, violations, or breaches of regulations, including but not limited to those related to food safety as stipulated by Alberta Health Services. This notification must be made promptly upon discovery of the infraction, providing detailed information about the nature of the infraction and any corrective actions taken or planned.

The Licensor shall permit outside catering rights provided it is within the operating hours of the facility.

The Licensee acknowledges that the facility is seasonal, primarily during the fall, winter and early spring sessions, and operating hours shall coincide with the hours of the facility's "rink" hours, and any special events held from time to time.

The Licensee is required to be open seven (7) days a week with hours subject to review and approval of the Licensor; times may vary based upon operational need(s), and special events.

The Licensor shall provide quarterly updates on planned and upcoming special events throughout the operational season.

The Licensor shall provide keys to the Licensee to access their license area.

The Licensee shall provide the Licensor with a comprehensive and up-to-date inventory list of all kitchen equipment. This inventory must include details such as the type, make, model, and condition of each item. The Licensee shall update this list regularly.

The Licensee is responsible for the maintenance and upkeep of all kitchen equipment. The Licensee shall ensure that all equipment is regularly serviced and maintained in good working condition, either by the Licensee's personnel or by approved vendors. All maintenance and repair activities must adhere to industry standards and regulatory requirements. The Licensee shall promptly address any equipment malfunctions or safety issues to prevent operational disruptions and ensure compliance with health and safety regulations.

All kitchen equipment must be purchased by the Licensee shall have written approval prior to the installation and must adhere to building code / regulations. All equipment purchased by the Licensee must be removed at their sole cost and expense upon termination, unless otherwise negotiated with the Licensor.

The Licensee is responsible for cleaning, tidying, and bussing all tables in the eating area(s).

The Licensor shall have access to the license area for maintenance, and will provide 24-hour written notice, excluding emergencies.

The Licensee shall be responsible for the payment of all taxes including but not limited to property taxes and business taxes as assessed to their license on the property.

The Licensor to be responsible for all operating costs including general building maintenance and exterior maintenance including but not limited to electric, water, gas, repair, and maintenance to the Property excluding tenant income, property and Tenant’s business taxes and permits.

The Licensee agrees to pay the Licensor at same time as rent is payable an amount requested by the Licensor, acting reasonably, towards its proportionate share of the operating costs of the license area, including but not limited to electric, water, gas, parking stalls, repair and maintenance to the Property excluding tenant income Licensee’s share of all operating costs including but not limited to electrical, gas, water is included in the annual lease payment excluding business and property taxes.

Signage will be the responsibility of the Licensee and must be approved in writing by the Licensor prior to installation.

The Licensor will not provide any designated parking stalls for staff all parking is on a first come first serve basis. All staff, patrons and agents of Licensee are expected to abide by

the general rules and regulations of the Licensor as they apply to customer contact and security.

The Licensee shall not assign the License in whole or in part or sublet all or any part of the License property whatsoever, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld; and the Licensee shall be responsible for any and all administration costs incurred with the assignment to the License.

The licensee acknowledges that occasional disruptions may occur due to renovations. In the event that the concession must be closed, no compensation will be provided; however, rent, and operating costs will be adjusted as mutually agreed upon by both parties. If the disruption is not an emergency, written notice will be given in advance.

Any incidents, comments or concerns related to security; cleaning of maintenance is to be communicated in writing to the Licensor.