

Appendix “A”

Terms and Conditions for Honda Indy Agreement 2021 – 2023

Green Savoree Toronto ULC hereinafter referred to as “GST”

- (a) Term: Three (3) years commencing January 1, 2021.
- (b) Race Days: The automobile race shall be run over four (4) consecutive days commencing on a Thursday and ending on the Sunday which falls on July 8, 9, 10, and 11, 2021 and, subject to the approval of the Sanctioning Body (IRL), on July 14, 15, 16, and 17, 2022, and on July 13, 14, 15, and 16, 2023, provided that GST shall, by November 1st of the year preceding the race, give notice of any adjustment to these proposed dates for the race in 2021, 2022, or 2023 as may be required by the Sanctioning Body (IRL), and propose alternate dates for the approval of the Board. If the featured final race cannot be run on the Sunday because the Sanctioning Body (IRL) rules the Track unsafe for any reason, the featured final race may be run on the Monday immediately following, provided that GST shall be responsible for all additional Board’s Costs, net of Recoverable Taxes, incurred by the Board by reason of the delay.
- (c) Occupation of the Site: For the race days of the Honda Indy, GST shall be entitled to occupy the grounds of Exhibition Place, except for the buildings on the Site, bounded by the Gardiner Expressway, Strachan Avenue, Lake Shore Boulevard, and the fence-line running from Dufferin Gate to Lake Shore Boulevard. The Site and the buildings on the Site shall continue to be accessible to the Board and its employees to perform essential services, and the tenanted buildings within these boundaries shall continue to be accessible to the employees to perform essential services. GST acknowledges that Hotel X will be operational during the race days and be accessible to guests and employees through the Enercare Centre (EC) entrance.
- (d) Use of Buildings: GST may, with the prior approval of the Board, such approval not to be unreasonably withheld or delayed, be permitted to use other buildings on the Site (save and except for BMO Field, Beanfield Centre, Hotel X facilities, and any building leased to a third party during the term of this Agreement) during the period of the Race Days solely for the purposes of the Event at no additional building rental charge to GST (with the exception of the payment of Utilities), provided that GST has first entered into the Board’s standard licence agreement with respect to the use of such buildings.
- (e) Parking: The base rental fee includes the right of GST to 1,620 parking vouchers to various parking spaces on the grounds with a right to resell 1,370 of these vouchers to ticket holders. If any of these vouchers are not redeemed or remain vacant on a race day, the Board has a right to resell such spaces to the general public and retain all revenues from such sales. Furthermore, the Board has the right to operate certain parking lots immediately following the last race of each day to facilitate the patrons of its other tenants such as Medieval Times, Liberty Grand, Toronto Event Centre, Aqua Dolce Restaurant, Queen Elizabeth Theatre, BMO Field, and Coca-

- Cola Coliseum. GST acknowledges that during the race days, guests of the hotel will be provided with parking in the EC garage.
- (f) Utilities: GST will reimburse the Board the full cost of utilities used in the EC or other buildings occupied by GST.
 - (g) Equipment: The Board will provide, if available, rental equipment to GST at no cost provided that GST is responsible for repairing any damage caused to such equipment.
 - (h) Sponsorship: GST shall have the exclusive right to automobile and motor oil sponsorship within the Enercare Centre for the days of its race, but shall not have the right to remove or cover any third party advertisements on the Clarity Outdoor Media Inc (formerly Viacom), Astral Media Outdoor, L.P. Billboard, and Cieslok Media Ltd. or BMO Field billboards on the site facing the Gardiner, the Carillon Tower, the Lake Shore Entrance signs, the Coca-Cola Coliseum video boards, or elsewhere on the grounds, or to cover any signs related to the naming of a building.
 - (i) Enercare Centre: GST shall have the right to use the EC (excluding the West Annex and the Coca-Cola Coliseum) from the Monday preceding the race on the terms and conditions of the standard licence and the Board shall provide, if available, office space to GST by the first day of move-in prior to the race provided GST pays all costs associated with such space.
 - (j) Beanfield Centre: GST may, with the prior approval of the Board, such approval not to be unreasonably withheld or delayed, be permitted to use the Beanfield Centre in 2021, 2022, and 2023 for a period of five (5) days for the purposes of: 1) a gala or food & beverage event at no additional building rental charge to the GST provided that the Board's exclusive caterer has the right to provide food services and provided that the GST enter into a standard licence agreement with respect to the use of the Beanfield Centre and pays for all costs of utilities and services provided. 2) a media centre using rooms 200 and 206. GST will advise the Board of their intention to use the Beanfield centre no less than 180 days prior to the event otherwise the Board will retain the right to use the Beanfield Centre. The Board shall provide GST with pedestrian access during the Event from the EC underground garage through the ground floor level of the Beanfield Centre.
 - (k) Beanfield Centre Landscape Area: Commencing at 7 am on the Thursday before the Event, GST shall be entitled to enter and use the landscaped area to the south of the Beanfield Centre included as part of the proposed Beanfield Centre provided that GST shall utilize the Board's exclusive food and beverage supplier for all catering within this area.
 - (l) BMO Field: The Board agrees that the use of the BMO Field for holding of CSA Soccer Games or TFC Team Soccer Games on one or more of the Race Days may occur only with the prior written approval of GST, acting reasonably.
 - (m) Storage: The Board will provide No Storage.
 - (n) Set-up/Take-Down: The parties shall agree on a chronological schedule for the set-up and take-down of all structures, seats, etc., necessary for the race, and GST shall abide by such schedule provided the move-in schedule will be no longer than 17 days prior to the first race day and the move-out is no longer than 12 days following the last race day. GST will be permitted to stage equipment 7 days prior to the 24 days in a location acceptable to GST and Exhibition Place.

- (o) Should Exhibition Place require adjustments on the dates of set-up or take-down of the track, due to events occurring pre or post-race, Exhibition Place will advise the Honda Indy Toronto Team and may adjust the set-up of the track up to 7 days in advance of the contractual dates.
- (p) For GST to complete its Set-up and Take-Down in a timely fashion, it needs the ability to do so with no breaks in many (but not all) areas. As a result, the number and location of “access points and openings” (i.e. areas that Exhibition Place does not want building to commence until a specific date) throughout the Site during the building process will affect GST’s ability to complete Set-up and Take-Down within the required time frame. Exhibition Place agrees to reasonably and in good faith work collaboratively with GST as it relates to the Set-up and Take-Down of the Track to ensure the Set-up and Take-Down schedule identified in 5.3(a) is reasonably achievable by limiting the number of “access points and openings” throughout the Site.
- (q) Concessions: GST shall be solely responsible for arranging concessions and sponsorships and shall be entitled to all revenues derived there from save and except for the hotel caterer which will continue to provide catering services in the hotel, and the restaurants located in the hotel which will continue to provide food services.
- (r) Track: GST shall, at its sole cost, be responsible for erecting and removing all fencing and barriers and all stands and seating, and removing and reinstalling all trees/shrubs and repainting/restoring all roadway lines affected by the race.
- (s) Approvals: GST shall be responsible for obtaining the consent of the City of Toronto to hold the race and close Lake Shore Boulevard West and for complying with the terms of those approvals.
- (t) Collective Agreements: GST shall abide by all collective agreements between the Board and its unions, and the City and its unions.
- (u) Insurance/Indemnities: GST will obtain insurance of not less than \$20 million U.S. per occurrence, and will provide indemnities as required by the City Solicitor.
- (v) Redevelopment: GST hereby acknowledges and agrees that it has received notice that the Front Street extension, Harbourfront LRT Extension west, Festival Plaza, EC Expansion, the Hotel Expansion, and the proposed land bridge and path from Exhibition Place to Ontario Place (the “Contemplated Projects”) may be proceeding and that, if any or all of the Contemplated Projects proceed, the Contemplated Project(s) will have a significant impact on the Event and the Site and on access to the Site, including the possibility that the Event must be cancelled or rescheduled or that the course of the Track must be adjusted, and GST agrees that it will not be entitled to any compensation whatsoever from the Board or the City of Toronto, including but not limited to any reduction or abatement of license fees or fees for services provided by the Board, as a result of such impact. Notwithstanding the above, the Board shall provide GST with notice (the "Notice") that a Contemplated Project will proceed by October 1st of the year prior to the year of the affected Event and as part of said notice will provide GST with as many particulars as available to the Board about such Contemplated Projects and will provide GST with the opportunity to participate in the planning process for the implementation of the Contemplated Project to the extent and in a manner consistent with the rights and

obligations of the parties, provided that nothing in this paragraph shall limit the Board's discretion in respect of implementation. Both Parties shall have the right to terminate this Agreement in the event the projected cost of any required Track adjustments affect the financial viability of the Event, as follows: the Board will provide GST with a cost estimate of any required Track adjustments within thirty days of providing the Notice, and each party will have ten days to provide the other party with notice of its intention to terminate this Agreement. If Notice is provided in a year (prior to the Event occurring in that year), and this Agreement is terminated in accordance with this Section, termination shall not be effective until thirty (30) days following that year's Event. For example, if the Notice is provided on January 1, 2021 (i.e., regarding the 2022 Event) and the Agreement is subsequently terminated in accordance with this Section, then the 2021 Event will occur in accordance with this Agreement and this Agreement will terminate thirty (30) days following the conclusion of the 2021 Event, provided however that GST shall be responsible for making all required payments owing up to the date of termination.

- (w) Suite: GST shall provide to the Board fifty (50) tickets for a suite along with fifty (50) pit passes as typically provided pursuant to previous agreements.
- (x) Termination: If GST decides to cancel the Event it must give the Board notice of such cancellation no later than October 31st for the Event to be held in the following year and no Licence Fee will be owing or payable and in addition, GST may decide in its sole discretion (subject to specific conditions) to cancel the Event in any particular year of the Term, provided that it is otherwise in compliance with the terms of this Agreement and provided notice of cancellation is given as follows:
- Prior to October 31st for convenience without payment of the Licence Fee or Board Costs, with the exception of Board Costs which have been authorized by GST and incurred by the Board prior to October 31st.
 - After October 31st and before April 16th of the then current year with respect to the Event to be held that year, along with a payment by certified cheque to the Board of one half (1/2) of the Licence Fee owing with respect to the cancelled Event and the Board's Cost (without deduction of the Board's Grant) or other expenses incurred by the Board with respect to the cancelled Event up to the date that the notice of cancellation is received by the Board; or
 - After April 16th of the then current year with respect to the Event to be held that year, along with a payment by certified cheque to the Board of the entire Licence Fee owing and the Board's Cost (without deduction of the Board's Grant) or other expenses incurred by the Board with respect to the cancelled Event up to the date that the notice of cancellation is received by the Board.