

APPENDIX B

Terms and Conditions of Extended and Amended Sublease:

- a) Existing Sublease: The Amended Sublease shall be materially on the same terms and conditions as the Existing Sublease, save as modified or amended herein.
- b) Sublandlord: BPC Coliseum Inc.
- c) Subtenant: Maple Leaf Sports and Entertainment Ltd.
- d) Leased Property: The Building known as the Coliseum as defined in the Existing Sublease and shown attached hereto on Appendix A (Site Location) and Appendix B (Schedule A – Site Plan of Leased Property).
- e) Term: Ten (10) years, commencing July 1, 2025 and expiring June 30, 2035 (the "Extension Term").
- f) Basic Rent: The Subtenant has requested an amendment to the previously approved amount of Annual Basic Rent. See Confidential Attachment 1.
- g) Percentage Rent: The Subtenant has requested an amendment to the previously approved Annual Percentage Rent. See Confidential Attachment 1.
- h) Supplemental Rent: The Subtenant has requested an amendment to the previously approved Annual Supplemental Rent. See Confidential Attachment 1.
- i) Additional Rent: The Subtenant shall pay Additional Rent in accordance with the Existing Sublease.
- j) Conditions of Premises (Leased Property): Subtenant accepts the Premises in a "then as is" condition.
- k) Amendments: The Sublease shall be amended as follows:
 - (i) Section 1.1 of the Sublease shall be amended as follows: (i) the following words shall be deleted from the definition of "**Capital Repairs**": "...and cost in excess of \$75,000 subject to an increase in each Lease Year following the tenth Lease Year in accordance with the CPI Index"; and (ii) the definition of "**Improvements**" shall be deleted and replaced with the following:

"Improvements" means all fixed improvements, structures, equipment, mechanical and electrical systems, machinery and installations located on, in, under or affixed to the Premises that are necessary or required for its operation and use (excluding Subtenant's Trade Fixtures) and further includes, for greater certainty, all fixed improvements, structures, equipment, mechanical and electrical systems, machinery

and installations located on, in, under or affixed to the roof of the West Annex which exclusively serves the Premises.”

(ii) Section 6.2(a) of the Sublease shall be amended to reduce the number of Landlord Event Days from 115 days to 104 days.

(iii) Section 10.2(i) of the Sublease shall be amended to delete the references to “\$500,000.00” during the extension term and to replace such references with “\$1,000,000.00” (such that the maximum Additional Supplemental Rent during the Extension Term and any further extension shall be \$1,000,000.00). In addition, such section shall be amended to state, for clarity, if there is any surplus in Additional Supplemental Rent at the expiry or termination of the Sublease, such surplus funds shall, in the case of an extension be carried over and added to the Subtenant’s obligations for such future extension term, and in the case of an expiry or earlier termination of the Sublease, remain the property of the Sublandlord.

(iv) Schedule “H” of the Sublease shall be amended as required in accordance with the terms of this Proposal.

(v) Provided that: (i) the Sublease has not previously been terminated; (ii) the Subtenant is not then in default under the Sublease by a reason of a notice of default having been given and the time for remedying such default having expired; and (iii) the Subtenant giving to the Sublandlord written notice of its intention to extend the Term of the Sublease on or before June 30, 2033, the Subtenant may further extend the Term of the Sublease for a successive period of 10 years to June 30, 2045 on the same terms and conditions as set out in the Sublease save and except the Subtenant shall have no further or other right to extend the Term of the Sublease and that the Annual Basic Rent shall be increased by an amount to be agreed upon by the parties, acting reasonably, provided that in no event shall it be less than the amount payable in the last year of the Extension Term. If the parties are not able to agree upon the Annual Basic Rent payable during such extension term by the date which is eighteen (18) months prior to the expiry of the Extension Term, it shall be determined by arbitration in accordance with the *Arbitration Act (Ontario)*. If there is an arbitration to determine the Annual Basic Rent payable during such extension term and such arbitration results in an increase to Annual Basic Rent greater than ten percent (10%) of the amount payable during the last year of the Extension Term, then the Subtenant may elect to terminate the Sublease by delivering written notice to the Sublandlord within fifteen (15) days of receipt of the decision from the arbitration and such termination shall be effective on the later of: (i) June 30, 2035, and (ii) sixty (60) days following the date of receipt of the termination notice by the Sublandlord. The Annual Supplemental Rent shall continue to increase by two percent (2.0%) each year during such extension term.

(vi) Such other reasonable amendments as are required by the Sublandlord, including any (vi) amendments required in order to waive the Sublandlord conditions as mutually agreed to by the parties.

l) Amending Agreement: The provisions of this Proposal shall be documented by way of Sublandlord’s standard form of amending agreement, which agreement shall be subject to Subtenant’s non-financial amendments as agreed to by Sublandlord, both

parties acting reasonably (the “**Amending Agreement**”). The Amending Agreement shall be conditional upon executive approval of the Sublandlord and approval by the City of Toronto and the Board of Governors of Exhibition Place (the “**Board**”).

Amendment to the Head Lease

Section 3.2 of the Head Lease shall be amended so that the Sublease Rent, after payment of Realty Taxes, shall be shared during the 10-year extension term at 75% to the Landlord and 25% to the Tenant. Thereafter, if the Subtenant exercises its right to further extend the Term as set out in subsection (j)(vi) above, the parties will negotiate the appropriate split depending on Annual Basic Rent payable under the Sublease at the time. Landlord’s return will have to at fair market value and no less than during the previous 10 years.

SCHEDULE A
SITE PLAN OF LEASED PROPERTY

