

## Attachment 1

### Amended and Restated Master Agreement - Proposed Terms and Conditions

The proposed Amended and Restated Master Agreement shall be based on the terms and conditions of the current Master Agreement (dated April 1, 2017) and shall include the following:

1. Term: The parties agree to a Term of five (5) years, commencing April 1, 2023 and ending on March 31, 2028.
2. Renewal Term: A further term of five (5) years, subject to negotiation by the Parties of mutually agreeable terms with the purpose of, but not limited to, having the CNEA pay a licence fee reflective of the rental prices then approved by the Board/City for the use of Exhibition Place.
3. License Fee: The Licence Fee payable (Table A) for the five-year Term will be as follows, subject to changes on an annual basis based on actual space usage by the CNEA.

<b>LICENSE FEE SCHEDULE</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>TOTAL</b>
<b>CNE Total License fee (Market Rate)</b>	7,891,524	8,128,270	8,372,118	8,623,281	8,881,980	41,897,173
Discount on License fee	(3,680,722)	(3,791,144)	(3,818,136)	(3,841,600)	(3,861,215)	(18,992,817)
Discount on Parking Lot	(431,493)	(444,438)	(466,660)	(489,993)	(514,492)	(2,347,075)
<b>CNE License fee after all Discount</b>	<b>3,779,309</b>	<b>3,892,688</b>	<b>4,087,322</b>	<b>4,291,689</b>	<b>4,506,273</b>	<b>20,557,281</b>
Licence Fee Annual % increase	3%	3%	5%	5%	5%	
Licence Fee Discount to Market Rate	52.1%	52.1%	51.2%	50.2%	49.3%	

The Parties agree that, in consideration of the benefits granted to the CNEA under this Agreement, it shall, in addition to Taxes and the other fees, charges, and expenses which it is obligated to pay under this Agreement, pay to the Board an annual license fee (the "License Fee") in the amount of approximately \$3,779,309 (not including applicable taxes) for 2023, to be increased in each year of the Second Renewal Term per Table A. The License Fee has been established by taking the total license fee payable based on the Board's 2022 rates and discounting that rate such that the base license fee equals approximately \$3,779,309 (the "Established Rate"). The Established Rate is determined without prejudice to the position of any Party on the renegotiation of the License Fee as part of a renewal under this Agreement.

4. Inventory of Equipment/Event Services: Inventory shall be as previously agreed provided that the reference to the purchase of fifth train/tram/people movers shall be removed.

5. Inventory of Equipment/Event Services: Shall be as previously agreed provided that it shall no longer include the washroom trailers.

6. Security Services: Amend clause to clarify that Exhibition Place Security Services staff no longer belong to a Union.

7. Collective Agreements: Update Section to reflect current language and remove (c) (viii) Canadian Union Public Employees Local 5116 (Security) as staff are no longer unionized.

8. Catastrophic Financial Event:

If at any time during the Term, the CNEA experiences a substantial material financial loss due to a Catastrophic Financial Event, then the Board and the City will work with the CNEA to attempt to address the financial impact of the event, subject to the financial ability of the Board and the City to provide such assistance, and subject to the requirement of the CNEA to provide financial information to the Board and the City as requested by the Board and the City.

9. Event Guide Rules and Regulations:

Prior to February 1st of each year of the Term, the Board will provide the CNEA with the Board's standard Event Guide and Emergency Preparedness Plan and prior to May 1st of each year of the Term, the Board, and the CNEA shall review such Event Guide and Emergency Preparedness Plan and shall determine which provisions shall be applicable to the CNE Period that year. Those provisions shall be incorporated into this Agreement by reference, and CNEA shall comply fully therewith.

10. Existing & Future Tenants Rights:

Shall be amended to include the integration of Tenants operations into the CNE Program for securing designated and reserve parking space on west end of grounds. The CNEA agrees to provide 150 priority parking spaces for Tenants at the west end of the grounds for specified Tenant business/events occurring during the CNE Period. The CNEA shall manage the priority parking and shall retain all parking revenues associated with the priority parking.

11. Force Majeure: Shall include a pandemic or epidemic, as identified by the Medical Officer of Health for the City of Toronto as a force majeure event.

12. Event Services - Cleaning Services shall transition from Exhibition Place to the CNEA as follows:

Phase 2 – 2023 – For the 18 days of the Canadian National Exhibition

For Phase 2, the CNE will recruit for housekeeping and labour for the following additional areas on day and afternoons shifts (no overnight).

- Princes' Boulevard West (Zone 3\*)
- Kidsworld (Zone 1\*)
- Bandshell Park (Zone 2\*)
- West Food Building (Zone 4\*)
- Exterior Food Building (Zone 5\*)

- Garbage Collections from depots to compactors/bins

(\*Zones illustrated in Site Map)

Exhibition Place will look to third party providers for the backfilling of positions for all shifts at the Enercare Centre and for overnight grounds cleaning. Any additional costs incurred by supplying third party staffing will be the sole responsibility of the CNEA.

Phase 3 – 2024 – For the 18 days of the Canadian National Exhibition

For Phase 3, the CNE would recruit for the housekeeping and labour for the following areas on day and afternoon shifts (no overnight).

- North Midway (Zone 6\*)
- South Midway (Zone 7\*)
- Princes' Boulevard East (Zone 8\*)
- Garbage Collections from depots to compactors/bins

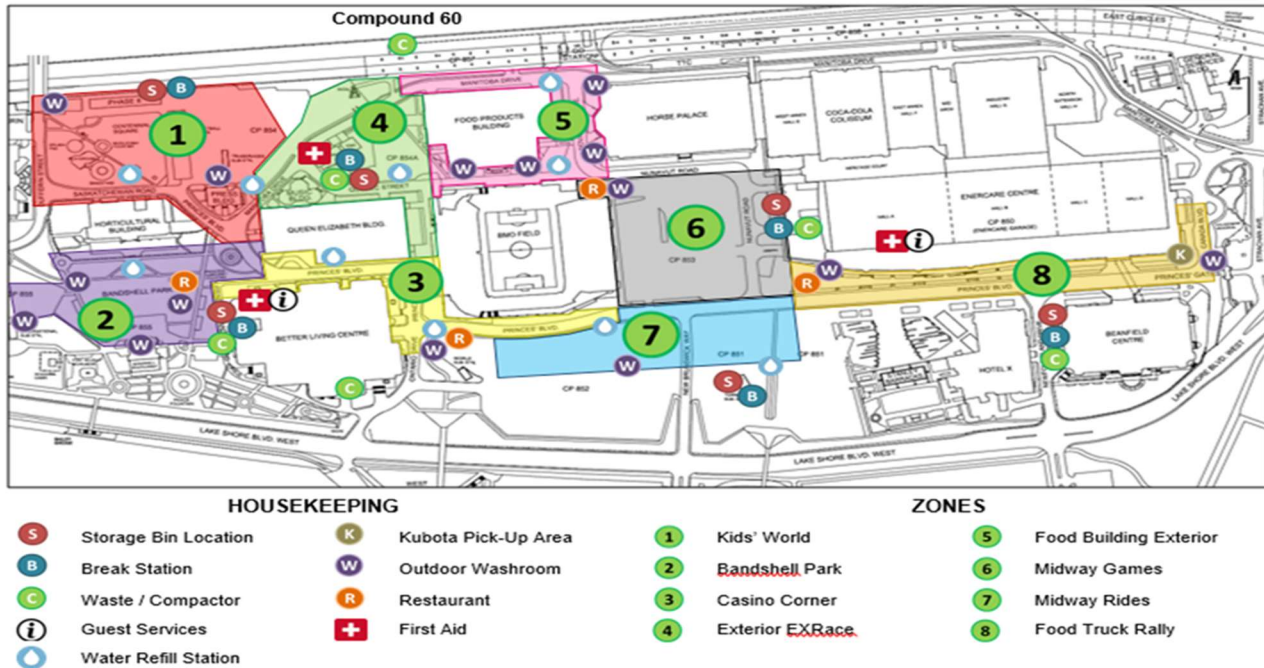
In this Phase 3, the CNEA would also arrange for third-party providers for the following:

- Woodlawn Farms (Grease)
- Taber Farms (Hay and Manure)
- Third party driving services (Gatsby)

Exhibition Place would continue to provide housekeeping services during the Phase 2 and Phase 3 and beyond 2024 for the following areas:

- Enercare Centre - days, afternoons, and midnights
- Grounds Zones 1 to 8 - midnight shift
- All pre and post cleaning for CNE fair

(\*Zones illustrated in Site Map)



13. Construction Activities:

(a) CNEA acknowledges and agrees that it is aware that Construction Activities may be scheduled within Exhibition Place during the Term which may result in material inconvenience and disruption to CNEA or the CNE Fair during the period of the Construction Activities. The Board agrees that it shall make reasonable best efforts to provide the CNEA with prior notice of Construction Activities which may materially impact upon the CNEA or the CNE Fair and shall also make reasonable best efforts, in consultation with the CNEA, to minimize such impact. The CNEA agrees that it shall cooperate and act reasonably in working with the Board to minimize any impact. In the event that Construction Activities do occur so as to temporarily or permanently prevent the use or occupation of lands or premises within Exhibition Place by the CNEA, the Board will make its reasonable best efforts to provide alternative lands or premises within, or in reasonable proximity to, Exhibition Place for use or occupancy by the CNEA which are suitable for the purposes of the CNEA.

List of lands affected by current projects as of current time/date shall be included as follows and map to be provided as reference:

- Lot 851 – Removed permanently because of Hotel X Phase 2 & Performance Venue Development from 2023 forward
- Lot 854 – Closed portion along Gardiner (from basketball courts to Lot 857) for Gardiner Expressway Rehabilitation Project Laydown Area from 2023-2027
- Lot 856 & Centennial Square – Closed around Dufferin Bridge for Dufferin Gate relocation and to allow work zone around the Dufferin Bridge from 2023-2027
- Lot 857 – Removed permanently because of the Ontario Line construction & future new Station / Plaza location from 2023 forward

- Lot 858 – Closed for the Gardiner Rehabilitation Project from 2023-2027
- Lot 852/Princes' Blvd. – Closed for FIFA Temporary Seating Removal 2026 (exact dates unknown but post matches)
- Food Building South Plaza – Closed for FIFA Temporary Seating Removal 2026 (exact dates unknown but post matches)
- Centennial Square – Redesign for the Master Plan Improvements exact dates unknown

14. Construction Activities: Shall include activities undertaken by the Province within Exhibition Place.

"Construction Activities" shall be defined as meaning major repair, demolition, construction, or reconstruction work which may be undertaken by the Board or the City and the Province of Ontario within Exhibition Place during the Term and which is not related to a Redevelopment in respect of which any part of the lands or buildings of Exhibition Place may be removed from use by the CNEA, other than on a temporary basis, and for which notice is required to be given under the Agreement.

15. Schedule N: Harbourfront LRT Extension - Shall be amended to include the Ontario Line from 2023 forward in a separate subparagraph.

16. Additional changes to current Schedules to be made as required:

(a) Schedule B (10) - Utilities - Metered readings to be provided to the CNEA on a weekly basis on every Monday during the CNE fair period.

(b) Schedule B7 - Board's Environmental Plan - Update/Reference with new Exhibition Place GREENSmart handbook

(c) Schedule B13 - Outdoor Billboard Operators - update to reflect current operators (Astral Media and Branded Cities).

(d) Article 1 - Schedule C - Storage Agreement: Shall be amended to remove certain storage space as follows.

- Certain units in Centennial Square, an outdoor area located under the Gardiner Expressway, and use of storage units 1 through 5 (Appendix C-43), due to Centennial Square Redevelopment
- Appendix C-7 – Gardiner Expressway two Bays Storage, due to Gardiner Rehabilitation
- Appendix C-8 – Enercare Centre Labour Pool Area

(e) Schedule D - Administrative Services Agreement for IT- Update pricing to reflect units provided by Exhibition Place to the CNEA all year round and seasonal for the CNE fair period. The Parties agreed to the following fees as per the chart below during the term net of discount provided. Notwithstanding, the amount below for IT Licencing fee for Office 365, the CNEA shall be invoiced based on CNEA actual software license usage, CNEA may modify its software requirements based on its level of staffing and technical requirements. Notice requirements for changes in software licensing agreements shall be based on the terms of the respective licensing agreements.

IT Services	2023	2024	2025	2026	2027	TOTAL
IT Service Fee	429,532	542,418	543,045	625,108	643,862	2,783,965
IT Licensing fee for Office 365	72,800	74,984	86,352	88,942	96,440	419,518
Total Fee	502,332	617,402	629,397	714,051	740,302	3,203,483

(f) Schedule F - Current Tenant Agreement Rights: update Schedule as follows:

- Remove item E7 – Toronto Animal Shelter (the “Shelter”)
- Remove item E9 – Sunnybrook Stables Riding Academy at the Horse Place to Toronto Equestrian to reflect new Lease

(g) Inventory of Equipment/Event Services: Updated lists to be included

(h) Schedule T - Coronation Park Licence Agreement - The form of Licence Agreement will be updated to the satisfaction of the General Manager of Parks Forestry & Recreation, the City Solicitor and the CNEA, all acting reasonably. Additionally, the Schedule will include the following updates:

- Clarify the use of the City's annual approval process for the dates of the licence for use of all of the baseball diamonds located within the Park for the Lions-CNE Peewee Baseball Tournaments for the purposes of use outlined in the Licence Agreement.

(i) Schedule U - Marilyn Bell Park Licence Agreement - The form of Licence Agreement will be updated to the satisfaction of the General Manager of Parks Forestry & Recreation, the City Solicitor and the CNEA, all acting reasonably. Additionally, the Schedule will include the following updates:

- Clarify the use of the City's annual approval process for the dates of the licence for use of the park and the applicable water area in the Western Channel for the purposes of use outlined in the Licence Agreement;
- Include explicit reference to and clarify the City's obligations under the City Council decision PE28.1 dated July 8, 2014, subject to change by Council decision, which directed that City Council restrict the hosting of motorboat-towed competitions and events within the West Channel to a combined total maximum of 10 days per calendar year.

17. Phase 2 Hotel Development - Shall be amended to clarify that the rights of the Hotel tenant to construct include both a Phase 2 tower and Performance Venue with approximately 6,000 to 7,000 seats.

18. The Agreement shall include such other commercial terms (e.g. indemnities, insurance requirements, etc.), amendments, terms, and conditions, as may be satisfactory to the City Manager and the Chief Executive Officer of Exhibition Place, and in a form satisfactory to the City Solicitor.