

APPENDIX "A"
MATERIAL TERMS AND CONDITIONS OF LICENSE AGREEMENT
(the "Term Sheet")

Terms and Conditions of License

- a) Licensors: City of Toronto.
- b) Board Execution: The Board will also execute the License and, unless the Licensors advise otherwise and save as expressly otherwise provided in the License, all rights, covenants and obligations of the Licensors may be exercised, performed or complied with by the Licensors and/or the Board,
- c) Licensee: Maple Leaf Sports & Entertainment Partnership.
- d) Licensed Premises: As per Appendix B.
- e) Effective Date: August 1, 2024.
- f) Term: From the Effective Date to June 30, 2035, inclusive (the "Term"). In the event that the Licensee, as subtenant, exercises its right to extend the Sublease for a further ten-year period expiring June 30, 2045, the Term shall automatically, be extended for the same period, and shall expire on June 30, 2045. In the event that the term of the Sublease expires, is terminated or is forfeited for any reason whatsoever, this Agreement shall immediately be terminated.
- g) License Fee: As outlined in Confidential Attachment 1.
- h) Utilities: The Licensee shall pay, as Additional Rent under the Sublease, the cost of any utilities provided to the Licensed Property.
- i) Property Taxes: In the event that any applicable authority determines that Taxes are payable with respect to the Premises, Licensee shall be responsible to pay all such amounts to the Licensors upon demand.
- j) Signage: The Licensee has the right, throughout the Term, to maintain the existing freestanding sign located outside of the Building at the location set out in Schedule "B" (the "Freestanding Sign"). The Freestanding Sign shall be subject to, and comply with, all applicable provisions of the Sublease.
- k) RAWF: In each year of the Term, during the period of the Royal Agricultural Winter Fair (the "RAWF"), the RAWF will be granted exclusive use of a portion of the main floor of the Building, which includes part of the Premises, as outlined in red on Schedule "C" (the "RAWF Areas"). During such period, Licensee shall have no rights

to use the RAWF Areas. The Licensors and Board release the Licensee from any liability for the use of the RAWF Areas by RAWF.

- l) Maintenance and Alteration and WNBA Toronto: The Licensee shall maintain and repair the Premises in good condition in keeping with the standard of repair and maintenance of the premises in the Sublease. Prior to making any Improvements (as such term is defined in the Sublease) to the Premises, the Licensee shall obtain the Licensors' and Board's approval and all other necessary permits and approvals, and provide any security required by the Licensors and Board.

Licensors and the Board acknowledge and agree that the Toronto WNBA team shall, at its sole cost and expense, be permitted to make alterations, modifications and/or renovations to the WNBA Areas (as defined below) in accordance with design plans, specifications and construction schedule approved by the Licensors and/or the Board. The Licensee shall not be required to remove and improvements that have been approved by the Licensors.

- m) Assignments or Transfer and Consent for WNBA Toronto: Save and except as expressly provided herein, Licensee shall not assign, sublicense, share possession, transfer or encumber the Licence, the Premises or any part thereof without the consent of Licensors which consent may be unreasonably and arbitrarily withheld.

The Licensee may sublicense to a home WNBA team those portions of the Premises identified in Schedule "B" (the "WNBA Areas") for the uses contemplated above, including a team dressing room area, on notice to, but without the consent of, the Licensors.

- n) Indemnities: The Licensee shall indemnify the Licensors and Board, and their officers, employees, and agents, and the Licensors and the Board, shall indemnify the Licensee, its employees, directors, officers and agents, on the terms set out in the Licence.