

APPENDIX A
Canadian National Exhibition Association ("Tenant")
MATERIAL TERMS AND CONDITIONS OF LEASE

All capitalized terms not defined herein have the meaning given them in the Existing Lease.

Terms and Conditions of Lease:

- a) Existing Lease: The Lease shall be materially on the same terms and conditions as the Existing Lease, save as modified or amended in this term sheet.
- b) Landlord: City of Toronto
- c) Board Execution: The Board will also execute the Lease and, unless the Landlord advises otherwise and save as expressly otherwise provided in the Lease, all rights, covenants and obligations of the Landlord may be exercised, performed or complied with by the Landlord and/or the Board,
- d) Tenant: Canadian National Exhibition Association (CNEA)
- e) Leased Property: The Building known as the Queen Elizabeth Executive Offices now called Withrow Common and ancillary areas of the Building such as Main Floor Lobby, as shown on Schedule "B", subject however to certain rights herein reserved by the Landlord within the Existing Lease.
- f) Term: Four (4) years, commencing November 1, 2025, and expiring October 31, 2029 (the "Term").
- g) Extension Options: None
- h) Tenant's Early Termination Option: None
- i) Basic Rent: See Confidential Attachment 1
- j) Additional Rent: The Tenant shall pay Additional Rent in accordance with the Existing Lease.
- k) Payment of Rent: All payments of Basic Rent, Percentage Rent and Additional Rent shall, unless the Landlord advises otherwise, be paid to the Board.
- l) Net Lease: As in the Existing Lease, the Lease is a carefree and absolutely net lease to the Landlord, except as expressly set out, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any

nature whatsoever arising from or relating to the Leased Property, the contents, the use or occupancy thereof, or the business carried on therein. The Tenant shall pay all charges, impositions, costs and expenses of every nature and kind, extraordinary as well as ordinary and foreseen as well as unforeseen, relating to the Leased Property. Any amount and any obligation relating to the Leased Property not expressly declared in the Lease to be the responsibility of the Landlord shall be the responsibility of the Tenant.

m) Use of Leased Property: As in the Existing Lease:

(i) The Leased Property shall be used solely as a fluid, multi-purpose office and community event space that is utilized during the annual CNE and throughout the balance of the year. Notwithstanding the prohibited uses specified in the Lease, the gallery space within the Leased Property comprised of pods A, B, C, and D, cumulatively totaling 2,554 square feet, may be used for Licensee's intimate and exclusive workshops, community and social events related to the gallery space and associated activities provided the attendance in the gallery space shall not exceed 120 persons at any such event. Notwithstanding the foregoing, the Tenant shall not use the gallery space for corporate meetings, exhibitions, or social functions that could otherwise be facilitated at the Enercare or Automotive Building.

(ii) Schedule "B" attached to this term sheet indicates areas within the building which are excluded from the Leased Property and ownership remains in the control of the Landlord. Except in cases of emergency, the Landlord will ensure that its access to or work within these excluded areas is performed so as not to unduly interfere with the Tenant's Use of the Leased Property.

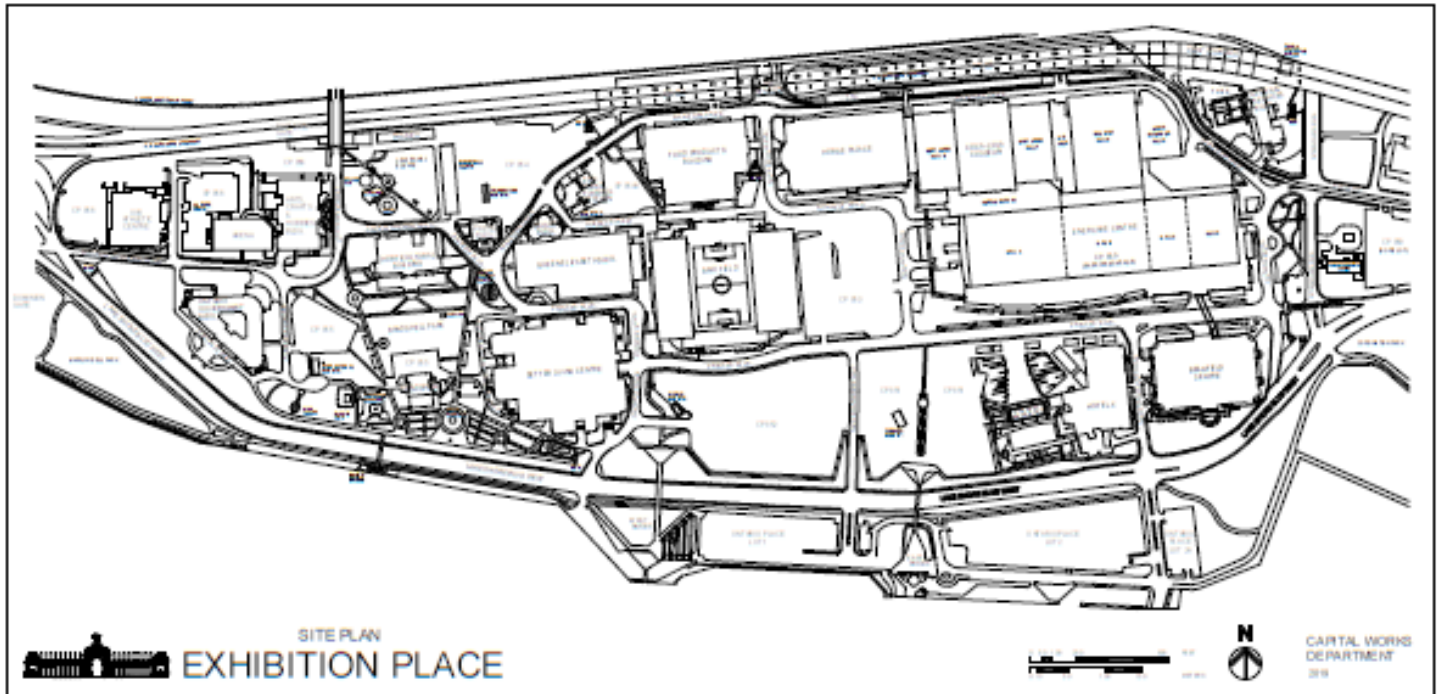
(iii) the following rights are hereby reserved by the Landlord:

a. The right of the Landlord, its authorized employees and agents to pass through the Leased Property to gain access to the IT Hub room shown on Schedule "B" for the operation, maintenance, repair, removal and replacement of equipment contained therein, and to the electrical panel in the south wall. Such rights will be exercised on not less than 24 hours' prior notice to the Tenant, except in the case of emergency, when no notice shall be required. The Landlord shall be responsible for any damage caused to the Tenant's property or the Leased Property by the Landlord's employees or agents who pass through the Leased Property in the exercise of such access rights;

b. If the Landlord leases the Parking Services Office to a third party at any time during the term of the Lease, and such third party will require access to the washrooms within the Leased Property, the Landlord shall advise the third party that a cost sharing agreement shall be required related to the costs for the cleaning and maintenance of the washrooms.

c. The right of the Landlord, the tenant(s) of the Queen Elizabeth Theatre and the Fountain Dining Room (now Annabel's) and their employees and invitees, to use the corridor at the rear of the Leased Property as an emergency exit from those premises.

Schedule A Exhibition Place Site Plan



Schedule B
Withrow Common and Shared Washrooms, Foyer Vestibule & IT Hub Room

