

Event Park Public Benefit Term Sheet

SCHEDULE "B"

PUBLIC BENEFIT AGREEMENT TERM SHEET

Parties	The City of Edmonton (City) and ICE District Arena East Development Limited Partnership ("Arena East LP")
Term	Commensurate with the term of the Lease (the "Lease") for the Public Event Park
Purpose	The Parties agree that the purpose of this Agreement is to ensure that Arena East LP, as the operator of the Public Event Park, is providing, on an annual basis, the required amount of time available for public use within the Public Event Park, with the City having an ongoing role in confirming such availability has been met and informing scheduling amongst other items.
Governance of Event Park	<p>Arena East LP and the City shall establish an Event Park Usage Committee with agreed Terms of Reference. In general, the Terms of Reference may include the following components:</p> <ul style="list-style-type: none"> • Purpose of the Committee, including: <ul style="list-style-type: none"> ◦ Reviewing and confirming an annual events calendar / schedule which outlines the anticipated public usage time / availability ◦ Reviewing lease rate schedules for public benefit uses ◦ Ensuring City representatives on the Committee approve what is considered to be a public benefit or use ◦ Periodically reviewing the effectiveness/structure of the Committee and the Public Benefit Agreement • Governance Model including: <ul style="list-style-type: none"> ◦ Composition of Committee, including Permanent Members, Roles, and Responsibilities from each organization ◦ Meeting frequency (quarterly at minimum) ◦ Decision making process ◦ Dispute resolution process ◦ Establishing / maintaining "booking windows" for the various space types ◦ Procedure for handling emergent opportunities and issues ◦ Establish Calculation Criteria for Public Benefit Percentage ◦ Quarterly reporting and forecasting of actual vs projected annual Public Benefit Percentage Threshold, with discussions following to ensure the Public Benefit Percentage Threshold is met on an annualized basis ◦ Annual Reporting Criteria for Public Benefit Percentage Threshold
Public Benefit Percentage Threshold and Definition	<p>Arena East LP confirms that at minimum, a requirement of this Public Benefit Agreement is that one third of the available booking time (the "Public Benefit Percentage Threshold") within the Public Event Park is made accessible to community and public/non-profit organizations at below market rates.</p> <p>Public Benefit is generally defined as:</p> <ul style="list-style-type: none"> • Usage that qualifies as tax exempt under the <i>Municipal Government Act</i>, Community Organization Property Tax Exemption Regulation, or, • City and/or Community Usage that may not qualify as Community Organization Property Tax Exemption usage where that Public Event Park is made available to community organizations at below market rates, or, • City-attracted events hosted in the Public Event Park, or, • Events in partnership between Arena East LP and the City, or, • Arena East LP events which are free-to-low cost to public, or, • Edmonton Oilers Community Foundation events, or, • Emergency Usage as declared by the City under the <i>Emergency Management Act</i>

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Events and booking	<p>Events at the Public Event Park shall broadly fall into one of the following categories:</p> <ul style="list-style-type: none"> • Arena East LP Events (i.e. no City involvement) • Events in partnership between the City and Arena East LP • City-attracted events hosted at the Public Event Park • City and/or Community Usage (i.e. small to medium community events) • Emergency Usage <p>Arena East LP shall be responsible to maintain an ongoing digital calendar of booked and proposed events that will be accessible to all members of the Event Park Usage Committee. This calendar shall include the ability to outline which bookable space(s) in the Public Event Park an event is expecting to occupy.</p> <ul style="list-style-type: none"> • Arena East LP and the City, through the Event Usage Committee shall work collaboratively to determine a decision making process for both long-term booking events and Short-term booking events. • The parties agree that major or long term booking events cannot be bumped or moved without the Event Park Usage Committee's review and approval. • Arena East LP and the City shall act reasonably in determining bookable opportunities throughout the calendar year that take into account the shared benefits of ensuring the Public Event Park is financially sustainable while recognizing the need to equitably share prime bookable days. • Arena East LP may re-allocate space from being available for public use to commercial use if: <ul style="list-style-type: none"> ◦ The time being re-designated is not booked; and ◦ The time being re-designated is at least (i) 30 days from the date of re-designation (for indoor events) or (ii) 60 days from the date of re-designation (for outdoor events) • The City shall be responsible to regularly review and approve the list of Community Groups / Organizations that are eligible to use the Public Event Park under "Community Usage". The City shall also be responsible for promoting this opportunity to Community Groups / Organizations.
Public Benefit Percentage	<p>Arena East LP and the City will agree on a calculation that shall be based on time being made available for booking. Arena East LP shall continually track and report annually on the outcomes of this metric.</p> <p>The parties shall establish a separate metric to track the actual utilization of the available time. Arena East LP and the City shall be jointly accountable for driving this metric as high as possible.</p> <p>Considerations:</p> <ul style="list-style-type: none"> • For meeting space, recording studio, classroom, etc. availability to count towards the Public Benefit total, the space must have been made available for bookings in the booking portal for at least 30 days, except where a Community Group/Organization has made a request for space on less than 30 days' notice and Arena East LP accommodates such request. If a space has been made available for bookings on the booking portal at least 30 days' in advance and no bookings have been made, Arena East LP may utilize such space on a last-minute basis without affecting its contribution to the Public Benefit total. • For outdoor event space availability to count towards the Public Benefit total, the space must be dedicated to an event that constitutes a Public Benefit (as defined above).
Rental Rate Schedules	<p>Rental rate schedules shall be proposed by Arena East LP and shared with the Event Park Usage Committee. The various rate schedules may include, but not be limited to:</p> <ul style="list-style-type: none"> • Commercial Rates • City of Edmonton Rates • Educational Institution Rates • Community Organization Rates • Non-profit Rates • Charity Rates <p>Commercial rates are entirely at the discretion of Arena East LP, with the other rates being reviewed and approved by the Committee provided that any proposed rate must not be lower than Arena East LP's operator's proportionate lease cost allocation for the respective space and time.</p>
Operating Hours	<p>Arena East LP shall be fully responsible for determining and establishing the most efficient operating hours of the individual space types within the Public Event Park.</p>
Event Park Furniture, Fixtures and Equipment	<p>Arena East LP is responsible for ensuring that the equipment typical of any of the particular spaces is available for use.</p>
Change Management	<p>The Committee may make recommendations to update the Public Benefit Agreement, the Public Benefit definition, the Terms of Reference, the Reporting Requirements, the Public Benefit Percentage calculation formula and any other related documents, such changes to be implemented upon mutual agreement of both parties.</p>
Reporting Requirements	<p>At a minimum, through the annual reporting process, Arena East LP must provide:</p> <ul style="list-style-type: none"> • A breakdown of the amount of time that was available for public booking (i.e. the Public Benefit Percentage as calculated) • A breakdown of the amount of available time that was actually utilized via public bookings including, to the extent ascertainable, the total number of participants/users from public bookings

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The Event Park Public Benefit Agreement shall be in a form acceptable to Employee and Legal Services, and in content acceptable to the Branch Manager of Real Estate (the "Branch Manager"). The approval of the Event Park Public Benefit Agreement shall include the approval of such corrective, conformance and incidental amendments to the terms and conditions of the Event Park Public Benefit Agreement and the approval of any ancillary agreements that are reasonably required or desirable to give effect to or implement the Event Park Public Benefit Agreement of the Public Event Park, as may be subsequently approved by the Branch Manager.