

**EVENT MANAGEMENT AND ROAD USAGE AGREEMENT**

**THE CITY OF CALGARY**

**-and-**

**CALGARY SPORTS AND ENTERTAINMENT CORPORATION**

**in its capacity as general partner for and on behalf of**

**CALGARY FLAMES LIMITED PARTNERSHIP**

**-and-**

**CSE REAL ESTATE CORPORATION**

**in its capacity as general partner for and on behalf of**

**CSE REAL ESTATE LIMITED PARTNERSHIP**

**-and-**

**CALGARY EXHIBITION AND STAMPEDE LIMITED**

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**MADE AS OF OCTOBER 5, 2023**

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**EVENT MANAGEMENT AND ROAD USAGE AGREEMENT**

**THIS AGREEMENT** (this "**Agreement**") is made effective the 5<sup>th</sup> day of October, 2023 (the "**Effective Date**").

BETWEEN:

**THE CITY OF CALGARY**

("The City")

AND:

**CALGARY SPORTS AND ENTERTAINMENT CORPORATION in its capacity  
as general partner for and on behalf of CALGARY FLAMES LIMITED  
PARTNERSHIP**

("CSEC")

AND:

**CSE REAL ESTATE CORPORATION in its capacity as general partner for  
and on behalf of CSE REAL ESTATE LIMITED PARTNERSHIP**

("CSERELP")

AND:

**CALGARY EXHIBITION AND STAMPEDE LIMITED**

("Stampede")

RECITALS:

- A. The City, CSEC, CSERELP and Stampede, together with certain other persons, have entered into agreements in connection with the acquisition by The City of lands in respect of, and the design, permitting, construction and development of, the Event Centre.
- B. The Parties have agreed to cooperate to develop and implement an event management plan to address movement of vehicular and pedestrian traffic in the District for events, including those at the Event Centre, BMO Centre, the Stampede Annual Event and other Stampede Events.
- C. At the April 25, 2023 Regular Meeting of the municipal council of The City ("**Council**"), acknowledged the authority of the person appointed to the position of chief administrative officer of The City pursuant to the *Municipal Government Act* (Alberta), or such person's designate from time to time under the Execution of Contracts Bylaw 43M99, to negotiate and execute various definitive agreements which are necessary or desirable to deliver the Event Centre project and related district-wide improvements as generally outlined in Report C2023-0482 including the attachments thereto.

**NOW, THEREFORE**, in consideration of their mutual promises herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, The City, CSEC, CSERELP and Stampede each intending to be legally bound, do hereby agree as follows:

## **ARTICLE 1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

As used in this Agreement, capitalized terms shall have the meanings indicated below unless a different meaning is expressed herein.

**"6<sup>th</sup> Street Underpass"** means an underpass on 6<sup>th</sup> Street SE between 9 Avenue SE and 11 Avenue SE including four lanes total, with the four-lane configuration extending south to 12 Avenue SE.

**"Agreement"** means this agreement and all schedules attached to this agreement, in each case as they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this agreement and unless otherwise indicated, references to Articles, sections and Schedules are to Articles, sections and Schedules in and to this agreement.

**"Applicable Laws"** means the statutes, regulations and common law of the Province of Alberta and the federal statutes, regulations and common laws of Canada applicable therein.

**"Average Event Condition"** means, on the date of an Event Centre Event, the following: (i) no adverse weather, (ii) no incidents; and (iii) no unanticipated construction.

**"Baseline Condition"** means the typical non Event Centre Event operating conditions prior to or after the period of time when significant Event Centre Event related queuing occurs at (i) the exit point of any On-Site Parking Lot and (ii) the exit points of the District.

**"City Proportionate Share"** means an amount equal to 50% of the Incremental Costs.

**"City Roads"** means the roadways owned or controlled by The City which provide ingress to and egress from the On-Site Parking Lots and the Event Centre for normal day-to-day operations of the Event Centre for an Event Centre Event, including parking therefor.

**"District"** means an area bounded by a point just south of 25 Avenue SE, a point just east of the Elbow River, a point just north of 9 Avenue SE and a point just west of 1 Street SE until it joins with Macleod Trail South, whereupon such point shall be just west of Macleod Trail South, as shown in bold outline on Schedule A.

**"District Benefits and Off-Site Infrastructure"** means the projects and infrastructure improvements to be undertaken by The City to benefit the District generally, which are more particularly described in Schedule B, and which The City acknowledges will be developed in accordance with the Rivers District Master Plan.

**"Effective Date"** shall have the meaning set forth on the first page hereof.

**“EMP Baseline”** means the amount of \$200,000.00 (Indexed).

**“EMP Costs”** means all of the costs and expenditures incurred by CSEC pursuant to the terms of the Event Management Plan to achieve the PETDT Target for an Event Centre Event including, but not limited to, policing, securing, supervising, pedestrian and vehicle control personnel, and amounts paid to The City of Calgary, together with a reasonable fee agreed to by CSEC and The City to cover CSEC’s overhead and administration costs.

**“Event Centre”** means the new event centre being developed by The City, CSEC and CSERELP in the District.

**“Event Centre Event”** means an event, function, program or activity held at the Event Centre during the Term.

**“Event Centre Parkade”** means the parking facility to be constructed as part of the Event Centre.

**“Event Management Plan”** means a plan to achieve the PETDT after Event Centre Events, which considers all mobility modes for patrons including (a) pedestrian and active modes, (b) transit, (c) auto and parking management, and (d) ride hail, ride sharing, transportation network companies and shuttle services.

**“Governmental Authority”** means any: (i) federal, provincial, municipal, local or other governmental or public department, board, bureau, agency or instrumentality, domestic or foreign; or (ii) any division or authority of any of the foregoing, including the subdivision authority, development authority, municipal planning commission and subdivision and development appeal board of The City of Calgary (in its capacity as a Governmental Authority and not in its capacity as a Party to this Agreement).

**“Incremental Costs”** means, for any period of determination, the EMP Costs less the EMP Baseline.

**“Indexed”** means that the amount is to be indexed year over year during the term in accordance with the Consumer Price Index for Alberta (All-items) using 2023 as the base year.

**“Management and Lease Agreement”** means the management and lease agreement between The City and CSERELP dated October 5, 2023, as amended, modified, and supplemented from time to time in accordance with the provisions thereof.

**“NHL Game”** means the NHL pre-season, regular season, playoff season or exhibition hockey games played by the Calgary Flames as the home team.

**“On-Site Parking Lots”** means off-street parking lots or parking facilities located within the District including the Event Centre Parkade and the Saddledome Parkade.

**“Party”** means The City, CSEC, CSERELP or Stampede, as the context requires, and **“Parties”** means, collectively, The City, CSEC, CSERELP and Stampede.

**"Person"** or **"person"** means any individual, partnership, corporation, joint venture, association, society, joint stock company, trust, unincorporated organization or a Governmental Authority, and "corporation" shall include "company" and vice versa.

**"PETDT Target"** means 30 minutes after the conclusion of an Event Centre Event.

**"Post-Event Traffic Discharge Time"** or **"PETDT"** means, in respect of Event Centre Events, the point in time measured from the Baseline Condition occurring at the On-Site Parking Lot exit points, to the point where traffic operations return to a base level of operations within the District for an Average Event Condition.

**"Saddledome Parkade"** means the existing parkade located to the east of the existing Saddledome.

**"Stakeholder"** means each of the Parties, Calgary Municipal Land Corporation and key neighbouring landowners to be determined by the Parties.

**"Stampede Annual Event"** means the annual exhibition, fair and rodeo hosted by the Stampede at Stampede Park during the Stampede Period and known as the "Calgary Exhibition and Stampede", as revised from time to time.

**"Stampede Event"** means an event, function, program or activity, other than the Stampede Annual Event, held at Stampede Park during the Term.

**"Stampede Park"** means those lands shown cross-hatched on Schedule C, as the same may be further subdivided, expanded, reduced or consolidated.

**"Stampede Period"** means the period of consecutive days in the months of July and/or August, not exceeding 11 days in each calendar year and during which the Stampede Annual Event is held in The City of Calgary on Stampede Park.

**"Stampede Roads"** means the following roadways which are owned or controlled by Stampede:

- (a) the Barn Service Road, which runs along the Elbow River from Agricultural Trail South to the Nat Christie Bridge, exiting onto 25<sup>th</sup> Avenue SE;
- (b) the 5A Service Road, which runs along the Elbow River from Agriculture Trail North, exiting onto 14<sup>th</sup> Avenue SE by the Youth Campus;
- (c) the 17<sup>th</sup> Avenue SE extension which runs from Macleod Trail East to Stampede Trail SE;
- (d) Stampede Trail SE from 14<sup>th</sup> Avenue South to the 17<sup>th</sup> Avenue SE Extension;
- (e) Stampede Park South Public Exit, which is the main north-south roadway beginning at the intersection of Stampede Trail SE and the 17 Avenue SE extension and proceeding south to 25<sup>th</sup> Avenue SE; and

- (f) Sunshine Gate Road, which is the 5A Service Road beginning at Agriculture Trail SE proceeding north to the Saddledome Bridge, and proceeding on the east side of the Elbow River to MacDonald Avenue;

but in all cases excluding parking areas.

**"Target Underpass Completion Date"** means September 1, 2027.

**"Term"** means the term of this Agreement, determined in accordance with section 3.1.

**"Tier A Concert"** means an Event Centre Event which is a concert held at the Event Centre where the attendance thereat is in excess of 10,000 attendees.

**"Turnover Date"** means the date on which the Event Centre is open to the public.

## 1.2 Extended Meanings

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Whenever a statement or provision in this Agreement is followed by words denoting inclusions or examples (such as "including" or "such as" or "by way of example") and then a list of, or reference to, specific matters or items, such list or reference shall not be read as to limit or restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" or "but not limited to" do not precede such list or reference.

## 1.3 Headings

The table of contents hereto and the headings of any article, section or part thereof are inserted for purposes of convenience only and do not form part hereof.

# ARTICLE 2 EVENT MANGEMENT PLAN

## 2.1 District Benefits and Off-Site Infrastructure

- (a) The City shall design, develop and construct the District Benefits and Off-Site Infrastructure at its sole cost and expense, and shall use reasonable commercial efforts to complete such District Benefits and Off-Site Infrastructure, other than the 6<sup>th</sup> Street Underpass, on or prior to the Turnover Date and to use reasonable commercial efforts to complete the 6<sup>th</sup> Street Underpass on or prior to the Target Underpass Completion Date.
- (b) The Parties hereto agree:
  - (i) that the preliminary and final design, specifications, location and configuration of the District Benefits and Off-Site Infrastructure to be developed and constructed within Stampede Park (including Stampede Roads) shall be approved by the Stampede, acting reasonably; and
  - (ii) to collaborate and coordinate with the Stampede, CSEC and CSERELP during the creation of the preliminary and final design, location and

configuration of the District Benefits and Off-Site Infrastructure to be developed and constructed outside of Stampede Park (other than the Stampede Roads), provided that the final determination of the final plans and specifications with respect to the District Benefits and Off-Site Infrastructure to be constructed outside of the Stampede Park (other than the Stampede Roads) shall be made by The City, in its sole discretion.

- (c) The City shall, for District Benefits and Off-Site Infrastructure to be developed and constructed within Stampede Park (including Stampede Roads):
  - (i) provide Stampede with electronic copies of such District Benefits and Off-Site Infrastructure final plans and specifications once finalized and in any event prior to commencement of construction of such District Benefits and Off-Site Infrastructure;
  - (ii) ensure the design of such District Benefit and Off-Site Infrastructure shall not preclude the Stampede from hosting Stampede Annual Events; and
  - (iii) provide the Stampede with a copy of the construction schedule for such District Benefits and Off-Site Infrastructure work within a reasonable period of time following the finalization of same.
  
- (d) During the course of the District Benefits and Off-Site Infrastructure work to be developed and constructed within Stampede Park (including Stampede Roads), The City shall, at its sole cost and expense, obtain and maintain the following insurance coverage:
  - (i) Commercial General Liability -- At all times during the Term, The City shall provide and maintain, or cause to be provided and maintained, commercial general liability insurance with respect to any of the Stampede Roads. This insurance shall include coverage for claims for bodily injury (including death), personal injury and property damage (including, without limitation, claims for consequential loss and loss of use), XCU Endorsement (explosion, collapse, and underground) arising out of the use and occupation of the Stampede Roads. Such insurance shall list the Stampede as an additional insured. This policy shall include limits of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall be at no expense to the Stampede.
  - (ii) Payment of Insurance Premiums -- The City shall pay or cause to be paid all of the premiums under the policies of insurance referred to in this Agreement as they become due and payable.
  - (iii) Self-Insurance -- Notwithstanding anything contained in this Section 2.1, The City may elect to meet its obligations through a self-funded insurance program and the Stampede will be treated as an additional insured in the same manner as if a policy of insurance was issued.
  - (iv) Certificates of Insurance -Subject to Section 2.1(d)(iii), The City shall provide the Stampede with certificates of insurance evidencing the insurance required under this Agreement.



- (e) The City shall indemnify the Stampede and all of its employees, officials and officers from and against any and all claims, actions, damages, liabilities, costs (including reasonable legal fees on a solicitor-client full indemnity basis) and expenses by whomsoever made, brought or prosecuted of any nature whatsoever occasioned by or arising from The City's obligation to complete District Benefits and Off-Site Infrastructure work to be developed and constructed within Stampede Park, including Stampede Roads, (which indemnity in this Section 2.1(e) shall survive any termination or expiration of this Agreement) for the period provided by the *Limitations Act (Alberta)*.
- (f) During the Term, The City shall take all such steps and actions as The City determines are necessary or required, including the construction of structures, works and physical improvements, to bring the PETDT to or below the PETDT Target, including, without limiting the generality of the foregoing, the construction or installation of automated lane reversal systems, lane separation physical barriers, variable messaging signage, traffic signal control devices and the like, the cost of which shall be solely borne by The City.

## 2.2 Event Management Plan

- (a) The City agrees that it shall lead and shall, in collaboration with the other Parties and other Stakeholders in the District, use reasonable commercial efforts to create and implement an Event Management Plan prior to the Turnover Date. The Event Management Plan shall include provisions addressing how the Baseline Condition is to be measured, the timing of the set up and take down of temporary Event Centre Event, Stampede Annual Event and other Stampede Event traffic controls, and requirements for notices to be given by the Parties to each other and to Stakeholders. The Event Management Plan shall take effect from and after the Turnover Date.
- (b) The City, CSEC, CSERELP and the Stampede agree to work together in a co-operative manner to address circumstances where there are multiple Event Centre Events and Stampede Events, including during the Stampede Period and additional three days both before and after the Stampede Period, when Event Centre Events and Stampede Events are being held concurrently and where Stampede Roads are required to be closed for the reasons set out in Section 2.3 below.
- (c) Through the Event Management Plan, The City will assist CSEC, CSERELP and the Stampede with event management with a view to ensuring that public safety, reputational and operational risk to CSEC, CSERELP, the Stampede and other Stakeholders are addressed as much as possible.
- (d) From and after the Turnover Date, the Parties shall review such Event Management Plan with Stakeholders on an annual basis to ensure that the aims of the plan continue to be met.

## 2.3 Stampede Roads

- (a) Except as set forth in this Section 2.3, from and after the Turnover Date, the Stampede covenants and agrees that the Stampede Roads will not be closed or

blocked and that access to the On-Site Parking Lots and the Event Centre over the Stampede Roads will be continuous and uninterrupted. The Stampede acknowledges that access to the Stampede Roads should ordinarily be available during an Event Centre Event.

- (b) Notwithstanding any other provision in this Section 2.3, the obligation of the Stampede not to close or block Stampede Roads is subject to: (i) the Stampede Period and an additional three days both before and after the Stampede Period; (ii) times during which normal repairs and maintenance of Stampede Roads is required, (iii) where construction of new facilities adjacent to the Stampede Roads in the normal course would require the temporary closure of the Stampede Roads, (iv) the occurrence of a force majeure event or in an emergency situation and (v) any other temporary closure for a Stampede Event.
- (c) In the circumstances set forth in Subsections 2.3(b)(ii), (iii) and (v), and for clarity other than on the occurrence of a force majeure event or in an emergency situation, the Stampede shall use reasonable commercial efforts to attempt to minimize, as much as possible, any such closure when an Event Centre Event is occurring. Notwithstanding the foregoing, where a Stampede Road is to be closed or blocked for any of the reasons set out in Subsections 2.3 (b)(ii), (iii) and (v), above, the Parties agree that for Stampede Events to be held in Stampede Park (which might include events like Cirque du Soleil or World Petroleum Congress), Stampede may close one or more Stampede Roads for a finite period of time (to be set out in a notice). For multiday closures Stampede will provide notice to The City, CSEC and CSERELP more than one year in advance. For single day closures, Stampede will provide notice as soon as is practicable once such a special event is confirmed, but in any event not less than 60 days prior to the closure or blockage. This notice will initiate collaboration between the Parties to create an operational plan to look at alternatives and communications plan to mitigate the impacts of such a closure or blockage. If Stampede provides notice shorter than one year for a multiday closure, or notice shorter than 60 days for a single day closure, The City, CSEC and CSERELP will respectively make reasonable commercial efforts to accommodate, but will not be required to do so.

## 2.4 City Roads

- (a) The City will operate City Roads in the manner it operates all of its other roads in terms of unwanted gatherings and dealing with unwanted members of the public. The City will enforce its bylaws including, without limitation, section 40(1) of the Traffic Bylaw, as the same may be amended, supplemented or replaced from time to time, in the manner considered to be appropriate in the circumstances in the sole discretion of the bylaw officer dealing with any infraction. Further, The City will operate City Roads in a manner that facilitates the efficient operations of the Event Centre Events, the Stampede Annual Event and the other Stampede Events and in compliance with its obligations as set forth in this Article 2 in respect of achievement of the PETDT Target for Event Centre Events.
- (b) During the Stampede Period and an additional three days before and after the Stampede Period, The City acknowledges that those portions of Stampede Trail (marked as "2" on Schedule D) and 14<sup>th</sup> Avenue SE (marked as "8" on Schedule D) will be included in the temporary road closure permits ordinarily procured by

Stampede for the Stampede Annual Event. CSEC and CSERELP acknowledge the provisions of this Section 2.4(b) and further acknowledge that during such period that the PETDT Target may not be achievable.

### **ARTICLE 3 TERM**

#### **3.1 Effective Date and Term.**

The terms and provisions of this Agreement shall be effective as of the Effective Date and shall continue through the term of the Management and Lease Agreement (including any extension, renewal or early termination thereof).

### **ARTICLE 4 LIQUIDATED DAMAGES; SHARING OF INCREMENTAL COSTS**

#### **4.1 Liquidated Damages in respect of District Benefits and Off-site Infrastructure**

In the event that The City does not complete (a) the District Benefits and Off-Site Infrastructure, other than the 6<sup>th</sup> Street Underpass, by the Turnover Date or (b) the 6<sup>th</sup> Street Underpass by the Target Underpass Completion Date, The City shall pay to CSEC, as liquidated damages: (x) the amount of \$5,000 (Indexed) for each NHL Game or Tier A Concert occurring from and after the Turnover Date or the Target Underpass Completion Date, as the case may be, until the first anniversary of the Turnover Date or the Target Underpass Completion Date, as the case may be, (y) the amount of \$10,000 (Indexed) for each NHL Game or Tier A Concert occurring from and after the first anniversary of the Turnover Date or the Target Underpass Completion Date, as the case may be, until the second anniversary of the Turnover Date or the Target Underpass Completion Date, as the case may be, and (z) the amount of \$15,000 (Indexed) for each NHL Game or Tier A Concert occurring from and after the second anniversary of the Turnover Date or the Target Underpass Completion Date, as the case may be. For clarity, if liquidated damages are payable in respect of the failure to complete the District Benefits and Off-Site Infrastructure, other than the 6<sup>th</sup> Street Underpass, no additional amount shall be payable by The City in respect of the failure to complete the 6<sup>th</sup> Street Underpass by the Target Underpass Completion Date unless and until no further amounts are payable under this Section 4.1 in respect the District Benefits and Off-Site Infrastructure, other than the 6<sup>th</sup> Street Underpass. Notwithstanding any other provision of this Section 4.1, no amounts shall be payable by The City to CSEC if the PETDT Target is achieved after any such NHL Game or Tier A Concert.

#### **4.2 Incremental Costs**

The City shall pay for 50% of the Incremental Costs and CSEC shall be responsible for the remainder of the EMP Costs. The process for defining the incurrence, invoicing and timing of payments relating to the EMP Costs will be set out in the Event Management Plan.

**ARTICLE 5  
MONTHLY MEETINGS**

**5.1 Monthly Meetings**

During the Term of this Agreement, the Parties shall meet monthly to discuss matters of mutual interest including, without limitation, issues relating to the construction of the District Benefits and Off-Site Infrastructure, construction of the Event Centre, the implementation and operation of the Event Management Plan, and the scheduling and coordination of Event Centre Events, the Stampede Annual Event and Stampede Events.

**ARTICLE 6  
MISCELLANEOUS**

**6.1 Entire Agreement.**

This Agreement, together with the other agreements contemplated by this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. The Parties agree that there are no other provisions, agreements or collateral agreements relating to the subject matter contained in this Agreement except as expressly contained in this Agreement. All previous verbal or written agreements, if any, are hereby terminated and rendered null and void.

**6.2 Amendments.**

No modification or amendment of this Agreement or of any of its conditions or provisions shall be binding upon The City, CSEC, CSERELP or Stampede unless in writing signed by The City, CSEC, CSERELP and Stampede.

**6.3 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

**6.4 Enforceability.**

Save and except for any provisions or covenants contained herein which are fundamental to the subject matter of this Agreement, the invalidity or unenforceability of any provisions of this Agreement or any covenants herein contained will not affect the validity or enforceability of any other provision or covenants hereof or herein contained and any such invalid provisions or covenants will be deemed to be severable. Each provision and covenant herein contained will be separately valid and enforceable to the fullest extent permitted by law.

**6.5 Waivers.**

No failure by The City, CSEC, CSERELP or Stampede to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver

of any such breach or any other or subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

**6.6 Successors and Assigns.**

Each Party binds itself and its successors and authorized assigns to the other and to the successors and authorized assigns of the other party with respect to all covenants of this Agreement. Assignees of CSERELP under the Management and Lease Agreement under the terms thereof shall be deemed to be authorized assigns of CSERELP of this Agreement.

**6.7 Notices.**

- (a) Any notice herein provided or permitted to be given by CSEC, CSERELP or Stampede to The City in connection with this Agreement shall be in writing and shall be sufficiently given if delivered to The City by personal delivery or written electronic communication which results in a written or printed notice at:

The City of Calgary  
8th Floor, 800 Macleod Trail SE  
Calgary, Alberta T2G 2M3

Attention: City Treasurer  
Fax No.: 403-268-2578  
Email: treasury@calgary.ca

with a copy to:

The City of Calgary  
8th Floor, 800 Macleod Trail SE  
Calgary, Alberta T2G 2M3

Attention: City Solicitor  
Fax No.: 403-268-4634  
Email: law.reception@calgary.ca

- (b) Any notice herein provided or permitted to be given by The City or Stampede to CSEC or CSERELP in connection with this Agreement shall be in writing and shall be sufficiently given if delivered to CSEC or CSERELP, as the case may be, by personal delivery or written electronic communication which results in a written or printed notice at:

c/o Calgary Sports and Entertainment Corporation  
555 Saddledome Rise SE  
Calgary, Alberta T2G 2W1

Attention: President and Chief Executive Officer

Fax No [REDACTED]

Email: [REDACTED]

With a copy to:

Norton Rose Fulbright Canada LLP  
Suite 3700, 400 - 3rd Avenue S.W.  
Calgary, Alberta T2P 4H2

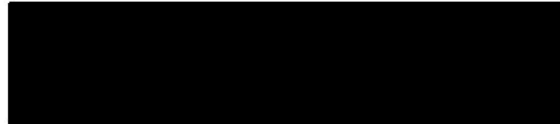
Attention: Brad Hayden

Fax No [REDACTED]

Email: [REDACTED]

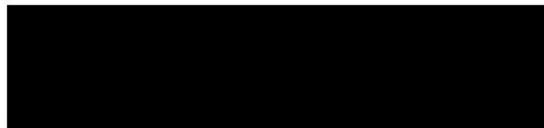
- (c) Any notice herein provided or permitted to be given by The City, CSEC or CSERELP to Stampede in connection with this Agreement shall be in writing and shall be sufficiently given if delivered to Stampede by personal delivery or written electronic communication which results in a written or printed notice at:

Calgary Exhibition and Stampede Limited  
1410 Stampede Trail SE  
Calgary, Alberta T2G 2W1



With a copy to:

Bennett Jones LLP  
4500 Bankers Hall East  
855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7



- (d) Any Party may change its address by notice given to the other in accordance with this section, in which event this section shall be deemed to have been amended accordingly.
- (e) Any notice or communication given in the foregoing manner shall be deemed to have been given and received on the date of courier, email or fax if prior to 5:00 p.m. MST on a Business Day, failing which shall be deemed to be delivered the next following Business Day
- (f) The word "notice" in this Section 6.7 shall be deemed to include any request, demand, approval, statement or other writing or communication in this Agreement provided or permitted to be given by a Party to any other Party or Parties.

**6.8 Counterparts and Electronic Execution.**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date first above written. An executed copy of this Agreement may be delivered by any party hereto by facsimile or electronic means. In such event, such party shall forthwith deliver to the other parties hereto a copy of this Agreement executed by such party.

**6.9 Further Assurances.**

Each of the Parties shall at all times hereafter execute and deliver, at the request of the other party, all such further documents and instruments and shall do and perform all such further acts as may be reasonably required by the other Parties to give full effect to the intent and meaning of this Agreement.

**6.10 No Partnership or Joint Venture.**

Nothing contained in this Agreement is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between CSEC, Stampede and The City.

**6.11 Capacity of The City.**

Nothing in this Agreement shall constitute the granting by the municipality of The City of Calgary of any approval or permit as may be required pursuant to the *Municipal Government Act* (Alberta) or any other legislation in force in the Province of Alberta. Nothing in this Agreement restricts the municipality of The City of Calgary, its municipal council, its officers, employees or agents in the full exercise of any and all powers and duties vested in them in its capacity as a Governmental Authority.

**6.12 Freedom of Information and Protection of Privacy Act.**

The Parties acknowledge that The City is subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, Chapter F-25 ("FOIP"), as amended, revised or substituted from time to time and, notwithstanding anything contained in this Agreement, that information submitted to and in the possession of The City is governed by FOIP and may be eligible for disclosure in accordance with the requirements of same. In each case, if The City at any time receives a request for access to any information of CSEC, CSERELP or the Stampede pursuant to FOIP, The City shall, unless prohibited by applicable law, withhold any information of CSEC, CSERELP or the Stampede as required by FOIP. For clarity, the Parties acknowledge that this Agreement shall be made public.

**6.13 Time.**

Time shall in all respects be of the essence hereof.

**6.14 Third Parties.**

None of the rights or obligations hereunder of any party shall enure to the benefit of or be enforceable by any party other than the parties to this Agreement and their respective successors and authorized assigns.



**IN WITNESS WHEREOF**, the parties have executed this Event Management and Road Usage Agreement as of the date first above written.

**THE CITY OF CALGARY**

By: \_\_\_\_\_

Name: David Duckworth

Title: City Manager

**CALGARY SPORTS AND ENTERTAINMENT CORPORATION, in its capacity as general partner for and on behalf of CALGARY FLAMES LIMITED PARTNERSHIP**

By: \_\_\_\_\_

Name: John Bean

Title: President and CEO

By: \_\_\_\_\_

Name: Cameron Olson

Title: Executive Vice President and CFO

**CSE REAL ESTATE CORPORATION I in its capacity as general partner for and on behalf of CSE REAL ESTATE LIMITED PARTNERSHIP**

By: \_\_\_\_\_

Name: John Bean

Title: President and CEO

By: \_\_\_\_\_

Name: Cameron Olson

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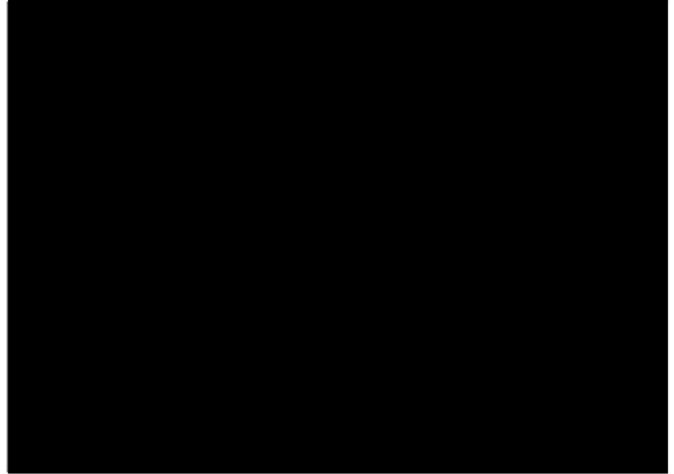
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Name: Cameron Olson  
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By: \_\_\_\_\_  
Name: John Bean  
Title: President and CEO

By: \_\_\_\_\_  
Name: Cameron Olson  
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**CALGARY EXHIBITION AND STAMPEDE  
LIMITED**



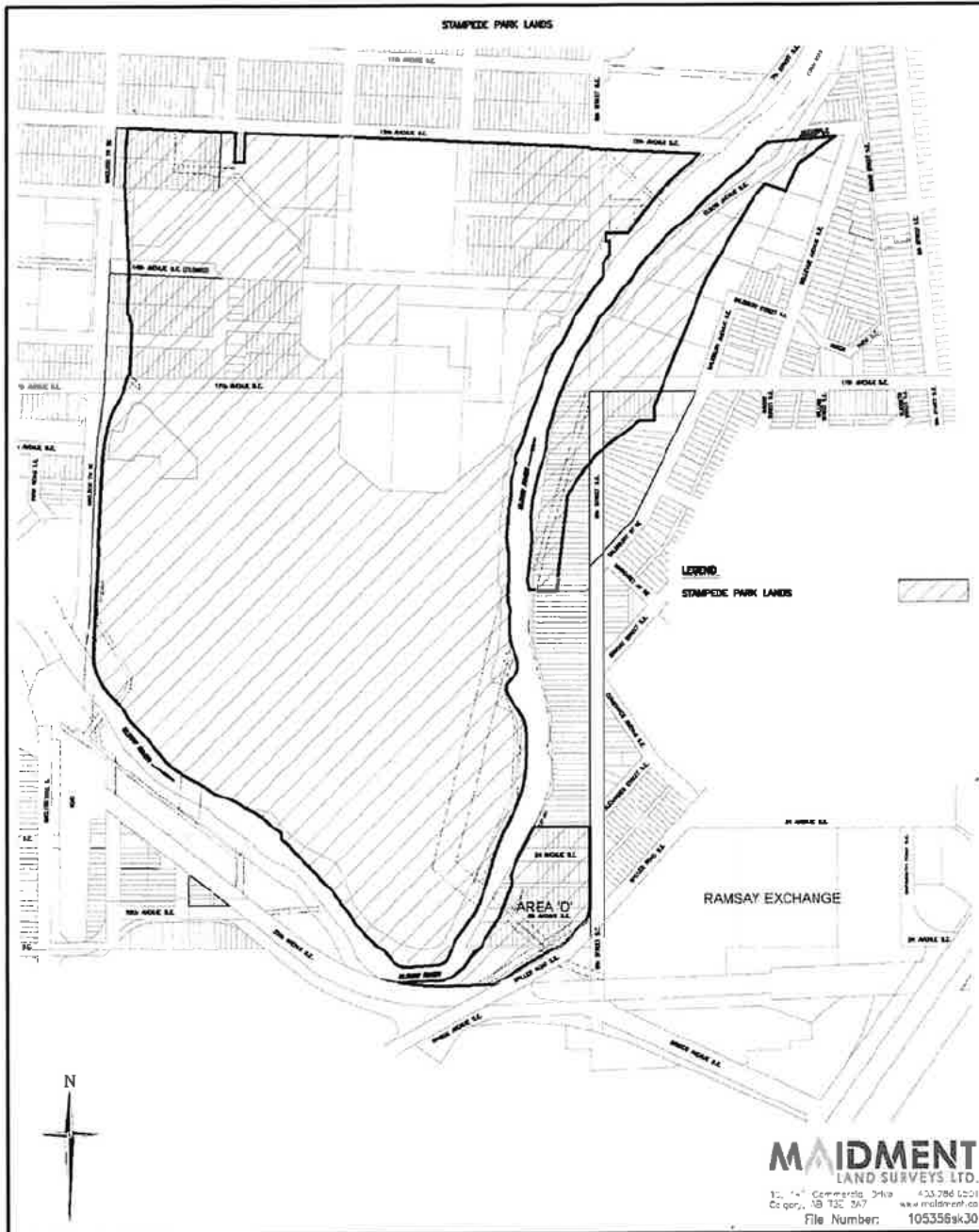


## Schedule B

### DISTRICT BENEFITS AND OFF-SITE INFRASTRUCTURE

1. **6<sup>th</sup> Street SE Underpass:** An underpass on 6<sup>th</sup> Street between 9<sup>th</sup> Ave and 11<sup>th</sup> Ave including 4 lanes total with the 4-lane configuration extending south to 12<sup>th</sup> Ave. For greater clarity, this includes the required temporary and permanent infrastructure, utility relocation, flood resilience, environmental cleanup of the land and acquisition of lands to effect the construction of such underpass and a corresponding transfer of lands from the Province to The City.
2. **5<sup>th</sup> St SE Relocation:** Relocation of 5<sup>th</sup> Street to a new location east of the Civic Parcel providing a minimum 3-lane cross section with lane reversal.
3. **4<sup>th</sup> St SE Improvements:** Improvements to 4<sup>th</sup> Street to add lane reversal to the 3-lane cross section.
4. **14<sup>th</sup> Ave SE Improvements:** Improvements to 14<sup>th</sup> Avenue between 4<sup>th</sup> St and 5<sup>th</sup> Street to provide a 4-lane cross section.
5. **17<sup>th</sup> Ave SE Lane Reversal:** Improvements to the area east of Macleod Trail SE at 17<sup>th</sup> Avenue to provide a 3-lane cross section with lane reversal.
6. **25<sup>th</sup> Ave SE Connector:** Improvements to lighting and wayfinding between Agricultural Trail SE and 25<sup>th</sup> Avenue SE.
7. Site remediation.
8. Off-site utilities including installation of storm and water infrastructure within the relocated 5<sup>th</sup> St to connect to the existing network.

Schedule C  
STAMPEDE PARK



**SCHEDULE D**

