

SCHEDULE B - Consortium and Co-Tenancy Agreement

PRE-LEGACY DECISIONS

- A. The making of any Variation;
- B. The extension of the Construction Completion Deadline;
- C. The making of changes to the Project Requirements;
- D. Any agreements related to the permanent naming rights, licensing, signage, sponsorship or the allocation of any similar rights related to Canada Games Park;
- E. The decision to reconstruct, repair, modify, restore or demolish in the event of damage or destruction in accordance with Section 21.1;
- F. Any decision regarding sponsorship, advertising or naming rights arrangements, or legacy commitments in connection with the Canada Games Park (including the decision to provide approvals in accordance with Section 3.16);
- G. Any agreements related to the allocation of physical space, building use or programming of Canada Games Park; and
- H. Any other action or decision that could reasonably be expected to have a material impact on any member of the Consortium or their respective facilities, operations, students, faculty, staff, residents or other user groups, as applicable.

LEGACY DECISIONS

MAJORITY DECISIONS

- A. The decision to change the name of the Consortium;
- B. The approval of Facility Operating Plans;
- C. The approval of annual audited financial statements;
- D. The decision to terminate the Independent Operator;
- E. The establishment of rental rates for the Canada Games Park facilities (subject to voting rights as set out in Section 13.3);
- F. The approval of Operating Budgets;
- G. The approval of any Capital Budget which is to be funded entirely from the Capital Trust Account in accordance with Section 12.2;
- H. The adoption of rules and regulations pursuant to Section 13.4;

- I. The settlement of any claims which may be reasonably anticipated to significantly impact the reputation of the Parties;
- J. Any other Decision provided for in this Agreement which is not described herein as a Consensus Decision.

DECISIONS BY CONSENSUS

- A. The joint procurement process for the appointment of the Independent Operator and the decision to appoint the Independent Operator;
- B. The decision to reconstruct, repair, modify, restore or demolish in the event of damage or destruction in accordance with Section 21.1;
- C. The confirmation of the hard costs of construction of the Canada Games Park in accordance with Section 11.2(b);
- D. The approval of any additional funds to be contributed to the Capital Trust Account pursuant to Section 11.2(e);
- E. The approval of any Capital Budget which is not to be funded entirely from the Capital Trust Account in accordance with Section 12.2 such that funding of the deficiency is required in accordance with Section 12.4;
- F. The approval of terms of reference for any Lifecycle Report pursuant to Section 11.1(c);
- G. The acceptance or rejection of a Lifecycle Report;
- H. The approval of specifications and standards for operational maintenance of the Canada Games Park pursuant to Section 11.3;
- I. To mortgage the Legacy Lease;
- J. Any decisions in respect of sponsorship or legacy commitments of the Consortium in respect of Canada Games Park;
- K. Spending outside of approved budgets in excess of \$50,000;
- L. The decision to exercise any rights and remedies following a default by a Party pursuant to Section 18.1 (including without limitation the decision to expel a defaulting Party from the Consortium), and for clarity, the defaulting Party is not entitled to participate in this Decision;
- M. Any binding proposal to be made by the Parties as tenant under the Legacy Lease to amend the terms of the Legacy Lease or extend the term of the Legacy Lease; and
- N. Any decision regarding sponsorship, advertising or naming rights arrangements, or legacy commitments in connection with the Canada Games Park (including the decision to provide approvals in accordance with Section 3.15);
- O. Any decisions in respect of insurance of or at Canada Games Park (including any determination made in accordance with Section 20.2) or the proceeds thereof;

- P. Any decision to delegate authority to a Party to act for the Consortium in accordance with Section 6.2.
- Q. Any other decisions in respect of the Consortium or Canada Games Park which are objectively significant.