

## **MacEWAN BUILDING STAKEHOLDER RIGHTS AGREEMENT**

THIS AGREEMENT is dated effective February 6, 2018

BETWEEN:

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY (the "University")**

-and-

**THE STUDENTS' ASSOCIATION OF THE UNIVERSITY OF CALGARY (the "SU")**

(singularly a "Party" and collectively the "Parties")

WHEREAS the University is the sole owner of the MacEwan Building, as defined herein, and the lands upon which the MacEwan Building have been developed, constructed, expanded, maintained, used and operated jointly and collaboratively by the University and SU since 1966;

AND WHEREAS the University acknowledges that the SU has made significant capital contributions to the initial purchase and construction of the MacEwan Building, and to all the subsequent expansions and redevelopments of the MacEwan Building since 1966;

AND WHEREAS in consideration of the significant capital contributions made by the SU in the MacEwan Building, the parties wish to enter into this Agreement to recognize the rights of the SU in the MacEwan Building and to govern the relationship between the Parties with respect to the MacEwan Building;

NOW THEREFORE in consideration of the mutual covenants herein contained, the Parties agree as follows:

### 1. Definitions

In this Agreement the following terms have the following meanings:

- (a) "Agreement" shall mean this Agreement, including the recital and Appendices, as amended from time to time;
- (b) "Base Building Systems" shall mean the electrical, mechanical, HVAC, fire, life safety and similar such systems servicing the MacEwan Building, as more specifically defined in the MUSA from time to time;
- (c) "Base Building Space" shall mean the base building space within the MacEwan Building, as depicted on Appendix 1 hereto;

- (d) "Business Day" shall mean any day, other than a Saturday, Sunday or any other day on which the University is deemed to be closed under its policies;
- (e) "CDF" shall mean the Capital Depreciation Fund, which shall be established pursuant to section 13(b) below;
- (f) "Common Space" shall mean the common space within the MacEwan Building, as depicted on Appendix 1 hereto;
- (g) "Consumables" shall mean utilities and similar services which is a component of Occupancy Costs consumed within the MacEwan Building, including without limitation, power, water, heating, waste removal, and any others as may arise from time to time;
- (h) "Expansion" shall mean any enlargement of the three dimensional perimeter of the MacEwan Building that impacts SU Allocated Space, University Allocated Space, and/or Common Space;
- (i) "Fiscal Year" shall mean the period of time from July 1 of one year through June 30 of the following year;
- (j) "JLC" shall mean the Joint Liaison Committee, which shall be established pursuant to section 11 below;
- (k) "Mac Hall" shall mean the redevelopment and expansion of MacEwan Hall and MacEwan Student Centre which was constructed from approximately 1999 through 2002;
- (l) "MacEwan Building" shall have the meaning ascribed thereto in section 3 below;
- (m) "MacEwan Hall" shall mean the building known as MacEwan Hall, which was constructed in the 1960s;
- (n) "MacEwan Parkade" shall mean the parkade constructed under the land upon which the MacEwan Building is situated;
- (o) "MacEwan Student Centre" shall mean the expansion to MacEwan Hall constructed in the late 1980s and which is physically connected to MacEwan Hall;
- (p) "MUSA" shall mean the Management and Use of Space Agreement, which shall be entered into between the Parties with respect to the management of, and use of space in, the MacEwan Building, as amended, extended or replaced from time to time;
- (q) "Occupancy Costs" shall mean the occupancy rates index set annually by the University on April 1;

- (r) "Redevelopment" shall mean any construction project which results in changes to more than 20% of the space within the MacEwan Building;
- (s) "Redevelopment Committee" shall have the meaning ascribed thereto in section 12 below;
- (t) "Repurposed Space" shall mean any portion of SU Allocated Space or University Allocated Space which is no longer used for the primary or secondary purposes of the MacEwan Building, as set forth in section 4(a) below;
- (u) "Structural Components" shall mean the building structure of the MacEwan Building, which shall include roof, floor slabs, curtain wall, foundation, partition windows, perimeter doors, stairs providing access and egress to and from the MacEwan Building, and the portion of interior staircases and stairwells consisting of concrete and railings, with the exception of interior staircases and stairwells entirely contained within SU Allocated Space or University Allocated Space;
- (v) "SU Allocated Space" shall mean the portion of the MacEwan Building which is available for occupation by the SU, as depicted on Appendix 1 hereto;
- (w) "SU Rights" shall mean the contractual rights relating to occupation of certain space in the MacEwan Building and the management of the MacEwan Building which are held by the SU, as set out in this Agreement;
- (x) "Third Party Tenant" shall mean anyone who occupies third party commercial space, as depicted on Appendix 2 hereto;
- (y) "University Allocated Space" shall mean the portion of the MacEwan Building which is available for occupation by the University, as depicted on Appendix 1 hereto.

## 2. Interpretation

- (a) The following Appendices are an integral part of this Agreement:

Appendix 1 - Space Plan for Allocation and Categorization

Appendix 2 - Space Plan for Classification

- (b) Except as otherwise expressly provided to the contrary, the terms "the Agreement", "this Agreement", "hereto", "hereof", "hereby", "hereunder" and similar expressions refer to the Agreement as a whole, including the Appendices, and not to any particular article, section, subsection, paragraph, subparagraph or other portion hereof. All of the provisions of this Agreement, excluding the recitals and definitions, are to be construed as covenants as though the words importing such covenants were used in each separate article, section, subsection,

paragraph or subparagraph. Words importing the singular may be interpreted or construed in the plural or vice versa, as the reference or context requires.

(c) The headings of articles, sections, subsections, paragraphs and subparagraphs in this Agreement are inserted for convenience of reference only and shall not affect or be considered in construing or interpreting the meaning of any provision to which they relate.

(d) All amounts payable under this Agreement or referenced herein are payable in Canadian dollars and refer to lawful money of Canada.

### 3. MacEwan Building

(a) In this Agreement, the term "MacEwan Building" shall mean MacEwan Hall, MacEwan Student Centre and Mac Hall, but shall not include the MacEwan Parkade. Where the context so requires, the term "MacEwan Building" refers to such portions thereof as were in existence at the material time.

(b) In the event that (i) the MacEwan Building is subject to a Redevelopment or Expansion, or is replaced by a new undergraduate student centre, and (ii) the University and the SU reach an agreement pursuant to section 16(b) below, then for purposes of this Agreement, the term "MacEwan Building" shall mean the MacEwan Building as so redeveloped or expanded, or a new undergraduate student centre.

### 4. Purposes of the MacEwan Building

(a) The Parties acknowledge and agree that the primary and secondary purposes of the MacEwan Building are as follows:

(i) Primary purposes: To provide services to all students and staff of the University, to accommodate the legislative, executive and administrative arms of the SU, to provide facilities for all student clubs, societies and organizations and their undertakings, and to accommodate social, recreational and cultural activities.

(ii) Secondary purposes: To allow commercial activities for the use and convenience of all students and staff of the University and to generate revenue from such commercial activities for the purposes of the Parties, with portions of such revenue to be used to partially fund the cost of operating of the MacEwan Building.

(b) The Parties acknowledge and agree that the secondary purposes are an important source of funding for the operating costs of the MacEwan Building and consequently, important to the fulfillment of the primary purposes.

5. Ownership and SU Rights

- (a) The Parties acknowledge and agree that the University is the sole owner of the MacEwan Building and the lands upon which the MacEwan Building is situated.
- (b) In consideration of the significant contributions of capital toward the construction, development, expansion and redevelopment of the MacEwan Building, the Parties acknowledge and agree that the SU is entitled to and holds the SU Rights.
- (c) The Parties acknowledge and agree that the SU Rights (i) are unique and inalienable, and (ii) shall be held by the SU for the life of the MacEwan Building, subject to the provisions of section 16 below.
- (d) The SU Rights, and the SU's entitlement to hold and exercise the same, shall in all respects be subject to:
  - (i) the provisions and restrictions of the *Post-Secondary Learning Act*, S.A. 2003, c. P-19.5, as amended, and any ancillary and/or successor legislation, as amended, and any regulations promulgated thereunder;
  - (ii) all applicable policies and procedures established by the Board of Governors of the University, or its delegates, from time to time;
  - (iii) all applicable operating standards and guidelines established by the Board of Governors of the University, or its delegates, from time to time, subject to section 11(b)(vii) below;
  - (iv) the primary and secondary purposes of the MacEwan Building, as set out in section 4(a) above;
  - (v) the provisions of this Agreement; and
  - (vi) the MUSA, and for greater certainty, the MUSA shall be consistent with sections 7 and 10 below.

6. Relationship Principles

The conduct of the Parties with each other regarding:

- (a) the usage, operation, maintenance, repair, renovation, management and occupation of the MacEwan Building;
- (b) any Redevelopment, Expansion, and/or replacement of the MacEwan Building;
- (c) the application and interpretation of this Agreement; and

(d) the SU Rights and the SU's entitlement to hold and exercise the same;

shall be governed by principles of mutual respect and good faith, which, for greater certainty, shall not establish a fiduciary duty on either Party.

7. Management and Use of Space Agreement

(a) The Parties acknowledge and agree that:

- (i) this Agreement is a foundational document between the Parties that sets out the SU Rights and governs the relationship between the Parties with respect to the MacEwan Building;
- (ii) the MUSA is intended to deal with the detailed terms, conditions and obligations with respect to the management of the MacEwan Building, the rights to the use of certain space within the MacEwan Building, and the obligations attendant upon such use, including the manner in which certain costs associated with the operation of the MacEwan Building will be allocated and paid;
- (iii) this Agreement is a perpetual agreement for the life of the MacEwan Building and the MUSA has a fixed term; and
- (iv) accordingly, the MUSA is not intended to abrogate the SU Rights or the foundational principles set forth in this Agreement.

(b) Given the forgoing, it is the intention of the parties that this Agreement and the MUSA shall be complementary agreements and that there shall be no inconsistencies between such agreements. The Parties acknowledge and agree that:

- (i) in the event of any inconsistency between this Agreement and the MUSA, the MUSA shall be interpreted so as to be in accordance with the SU Rights and the foundational principles set forth in this Agreement; and
- (ii) where there is no inconsistency between this Agreement and the MUSA, the Parties shall be bound by the provisions of the MUSA.

(c) Subject to the provisions of this Agreement, the MUSA shall set out the duties and obligations of the Parties respecting the use, operation, maintenance, repair, renovation and management of the MacEwan Building, including the Structural Components, the SU Allocated Space, the University Allocated Space, the Common Space and Base Building Space.

(d) The MUSA shall have a set term of ten (10) years, unless otherwise agreed to by the Parties. At least one (1) year prior to the expiry of the MUSA, the Parties shall commence negotiations for a new MUSA, provided however that if the SU has resigned or been suspended as manager of the MacEwan Building pursuant to section 9(a)(i) below, the University shall commence negotiations

for a new MUSA but shall have no obligation to execute and give effect to a new MUSA until the resignation or event of default resulting in the suspension is remedied.

- (e) In the event that the MUSA should expire before a new MUSA is executed by the Parties or the SU has either resigned or been suspended as manager of the MacEwan Building, the University shall assume management of the MacEwan Building on the following terms:
  - (i) the University shall work with the SU to preserve and maintain, as closely as possible, the overall function and operations within the MacEwan Building as of the date the MUSA expired or the SU either resigned or was suspended as manager of the MacEwan Building;
  - (ii) the University shall deliver to the SU the rent received from Third Party Tenants within SU Allocated Space, adjusted for the contribution of the SU to the shared costs of the MacEwan Building as set forth in the existing or most recently expired MUSA, and such adjusted rent shall be allocated toward student programs, activities, and services as the SU determines in its sole discretion;
  - (iii) the SU shall continue to operate its businesses and programs within the MacEwan Building as it did on the date the MUSA expired or the SU either resigned or was suspended as manager of the MacEwan Building; and
  - (iv) the Parties shall continue their negotiations with respect to a new MUSA.

#### 8. Operational Sustainability

- (a) As a matter of principle, the primary and secondary purposes of the MacEwan Building, as set out in section 4(a) above, shall guide the Parties in making decisions relating to the use of space within the MacEwan Building.
- (b) The Parties acknowledge that changes to the classification of SU Allocated Space and University Allocated Space, as depicted on Appendix 2 hereto, may affect the revenue (that is, rent and Occupancy Costs) generated from such space. Accordingly, the Parties agree that any loss in revenue as a result of changes in the use of the SU Allocated Space or the University Allocated Space shall need to be accommodated by an appropriate mitigation plan, which shall be subject to the review and approval of the JLC to ensure the long-term viability of MacEwan Building operations and maintenance.

#### 9. Manager of the MacEwan Building

- (a) The SU shall be the manager of the MacEwan Building subject to:
  - (i) the University's right to suspend the SU as manager for certain defined events of default under the MUSA (including insolvency and non-compliance with the *Post-Secondary Learning Act*, S.A. 2003, c. P-19.5, as amended, or its successor legislation, as amended);

(ii) the SU's right to resign; and

(iii) section 7(e) above.

(b) The MUSA shall set out the compensation the SU shall receive for acting as manager of the MacEwan Building.

#### 10. Space Assignment and Categorization

(a) The Parties shall each have the exclusive right to occupy the space in the MacEwan Building allocated to them on the terms set forth herein. The Parties understand and agree that "exclusivity" means that no one else has the right.

(b) The University shall not unreasonably restrict or interrupt access to and from the MacEwan Building by the SU.

(c) The Parties shall each retain their allocation of space within the MacEwan Building as at the date of this Agreement. Appendix 1 to this Agreement shows all spaces within the MacEwan Building categorized according to the categories set out in section 10(d) below. Appendix 1 shall only be revised by mutual agreement of the Parties, acting reasonably.

(d) All spaces within the MacEwan Building shall be categorized as one of SU Allocated Space, University Allocated Space, Common Space or Base Building Space, as depicted on Appendix 1 hereto.

(e) SU Allocated Space and University Allocated Space shall be classified as non-revenue generating, revenue generating or third party commercial based on the primary use of such space, and rent, Occupancy Costs and Consumables shall be charged as follows:

(i) no rent, Occupancy Costs or Consumables shall be charged on non-revenue generating SU Allocated Space or on non-revenue generating University Allocated Space;

(ii) no rent or Occupancy Costs shall be charged on revenue generating SU Allocated Space or on revenue generating University Allocated Space, but Consumables shall be charged on revenue generating SU Allocated Space and on revenue generating University Allocated Space; and

(iii) rent and Occupancy Costs shall be charged to Third Party Tenants within SU Allocated Space and to Third Party Tenants within University Allocated Space, subject to section 10(g) below.

(f) Rent and Occupancy Costs shall not be charged on Common Space or on Base Building Space. The current classification of SU Allocated Space and University Allocated Space as non-revenue generating, revenue generating or third party commercial is shown on Appendix 2 attached hereto. The Parties acknowledge that the current classification of SU Allocated Space and



University Allocated Space as depicted on Appendix 2 may change upon mutual agreement of the Parties, acting reasonably, and subject to section 8(b) above.

- (g) In the event that the Graduate Students' Association should operate a commercial enterprise within the MacEwan Building, it shall be considered a Third Party Tenant for purposes of this Agreement or the MUSA, but shall only be charged for Consumables on space used for revenue generating activities.

#### 11. Joint Liaison Committee

- (a) There shall be a Joint Liaison Committee composed of three (3) representatives of the University and three (3) representatives of the SU. The University shall be represented by at least two (2) members of its executive leadership team. The SU shall be represented by two (2) executives of its Students' Legislative Council and its General Manager or designate.
- (b) The JLC shall operate in accordance with terms of reference to be mutually agreed upon by the Parties, acting reasonably, and shall:
  - (i) discuss high level issues relating to the management of the MacEwan Building that are not specifically referred to in sections 11(b)(ii) to 11(b)(x), inclusive, below;
  - (ii) discuss allocation of space (subject always to sections 10(c) and 10(d) above);
  - (iii) review and approve changes to the classification of SU Allocated Space and University Allocated Space as non-revenue generating, revenue generating or third party commercial;
  - (iv) review and approve mitigation plans as per section 8(b) above;
  - (v) resolve any issues between the Parties relating to their rights and obligations under the MUSA;
  - (vi) review the University's annual plan and budget for the MacEwan Building for base building deferred maintenance, including the use of the CDF (subject to section 13 below), the SU's annual plan and budget for janitorial and general building repair and maintenance services for the MacEwan Building, and the Parties' annual reports on work and services completed and funds spent as against the relevant annual plan and budget;
  - (vii) review and discuss the operating standards and guidelines established by the Board of Governors of the University or its delegates as per section 5(d)(iii) above;
  - (viii) establish the Redevelopment Committee referred to in section 12(a) below;

- (ix) discuss any changes in the use of a Party's allocated space in the MacEwan Building that would result in such space becoming Repurposed Space, as contemplated in section 16(c) below; and
  - (x) discuss any other matters related to the MacEwan Building which the Parties agree to discuss at a meeting of the JLC.
- (c) The JLC shall meet quarterly or upon request by either Party. Quarterly meetings shall be scheduled by the Parties at the beginning of each Fiscal Year. A requested meeting shall be held within ten (10) Business Days of delivery of the request for a meeting by the Party making the request on a best efforts basis.
- (d) A quorum for any quarterly meeting of the JLC shall consist of the full JLC as set out in section 11(a) above. With respect to a requested meeting, the Parties shall endeavor to have the full JLC attend, but a quorum for a requested meeting shall be two (2) representatives of both the University and the SU, provided that:
- (i) at least one (1) representative of the University shall be a member of the executive leadership team; and
  - (ii) one (1) representative of the SU shall be an executive of its Students' Legislative Council and the other representative shall be its General Manager or designate.
- If, within half an hour after the time fixed for the holding of the meeting, a quorum for the meeting is not present, the members in attendance shall adjourn the meeting to a fixed time and place. In the event that the meeting must be adjourned due to lack of quorum, all matters to be determined by the JLC shall be held in abeyance until a meeting can be properly constituted.
- (e) To facilitate quorum at any meeting of the JLC, members may attend such meetings by telephone or such other electronic means that permits the members to hear each other. The JLC may also pass written resolutions in lieu of meetings provided that such written resolutions are unanimously signed by the full JLC as set out in section 11(a) above.
- (f) The JLC shall operate as a consensus committee and shall use reasonable efforts to reach an agreed upon position regarding all matters that come before it. In the event that the JLC is unable to reach an agreed upon position on any matter before it other than the matters in sections 11(b)(ii), 11(b)(vi), 11(b)(vii), 11(b)(ix) and 11(b)(x) above, which are for review and/or discussion only, the Parties shall proceed to resolve the matter through binding arbitration pursuant to section 17 below, unless they agree to first try to resolve the matter through mediation.

## 12. Redevelopment Committee

- (a) A Redevelopment Committee composed of an equal number of representatives of the University and the SU shall be established by the JLC when appropriate to develop proposals for the

Redevelopment and/or Expansion of the MacEwan Building, or the replacement of the MacEwan Building with a new undergraduate student centre.

- (b) The Redevelopment Committee shall consult with the Graduate Students' Association and other representatives of the university community prior to making any recommendations regarding a Redevelopment or Expansion of the MacEwan Building, or the replacement of the MacEwan Building with a new undergraduate student centre. Any such recommendations shall go through the formal governance procedures of both the University and the SU for final approval.

13. Structural Components, Base Building Systems and Capital Depreciation Fund

- (a) The University shall be responsible for the repair, maintenance and replacement of the Structural Components and the Base Building Systems.
- (b) In addition to the University's funding of the responsibilities set out in section 13(a) above, a Capital Depreciation Fund shall be established by the Parties in order to ensure the continued viability of the MacEwan Building. The CDF shall be (i) held by the University in a segregated interest bearing account on behalf of the Parties, (ii) contributed to equally by the Parties on an annual basis by July 1 of each year, and (iii) used to fund repairs, maintenance and replacement of the Structural Components and Base Building Systems in accordance with the University's annual plans and budgets for the MacEwan Building for Structural Components and Base Building Systems deferred maintenance. Initially each Party shall contribute \$150,000 to the CDF and this amount shall be adjusted annually by the change in Statistics Canada's Consumer Price Index by City, Calgary (All Items) or any successor thereto.

14. Renovations and Improvements

The SU shall have the right to renovate and make improvements to the SU Allocated Space provided that:

- (a) it provides the University with prior written notice of the renovations or improvements, including copies of the building plans and specifications;
- (b) subject to section 14(c) below, the renovations or improvements do not impact the Structural Components or Base Building Systems, as determined by the University acting reasonably;
- (c) if the renovations or improvements do impact the Structural Components or Base Building Systems, the SU shall obtain the consent of the University, which consent shall not be unreasonably withheld; and
- (d) if the renovations or improvements would result in a re-classification of space, section 8(b) above is complied with.

15. Third Party Tenants

- (a) The Parties shall each have the right to select which Third Party Tenants occupy their respective allocated space, subject to sections 8 above and 15(b) below and to such tenants signing the standard form lease in effect at the material time, as prescribed by the MUSA.
- (b) Third Party Tenants shall be of a type that shall maintain or enhance the University's reputation and shall not breach any terms of any University wide agreement which provide certain exclusive rights to a person.
- (c) All Third Party Tenants in the MacEwan Building shall be charged rent and Occupancy Costs.
- (d) Neither Party shall unreasonably withhold approval and execution of leases for Third Party Tenants.

16. Term and Amendment

- (a) No amendment of this Agreement shall be binding upon the Parties unless it is in writing and executed by each Party.
- (b) This Agreement shall be in effect for the life of the MacEwan Building. Subject to section 16(c) below, in the event that the MacEwan Building is subject to a Redevelopment or Expansion, or is replaced by a new undergraduate student centre, this Agreement and SU Rights shall remain in effect in respect of:
  - (i) such portions of the existing MacEwan Building which are not subject to a Redevelopment, Expansion, or replacement; and
  - (ii) the Redevelopment, Expansion or replacement of the MacEwan Building, subject to agreement between the Parties as to (i) the nature and extent of such Redevelopment, Expansion or replacement, and (ii) their respective capital contributions thereto and any other participation therein.
- (c) Notwithstanding the foregoing, this Agreement shall not apply to Repurposed Space resulting from a Redevelopment, Expansion or replacement of the MacEwan Building unless the Parties otherwise agree in writing.
- (d) Except in the case of a Redevelopment, Expansion or replacement of the MacEwan Building subject to section 16(c) above, this Agreement shall apply to Repurposed Space.

17. Dispute Resolution

Subject to section 11(f) above, if the JLC is unable to reach an agreed upon position on any matter before it, the matter shall be resolved by binding arbitration conducted in Calgary, Alberta pursuant

to the Alberta *Arbitration Act*, R.S.A. 2000, c. A-43, as amended, and any ancillary and/or successor legislation, as amended, and any regulations promulgated thereunder and the ADRIC Arbitration Rules of the ADR Institute of Canada, subject to the Parties agreeing to first try to resolve the matter through mediation. Any decision of the arbitrator(s) shall be final and binding, subject to the provisions of the Alberta *Arbitration Act*.

18. Enurement and Assignment

- (a) This Agreement shall enure to the benefit of and be binding upon the University and its successors and assigns.
- (b) This Agreement shall enure to the benefit of and be binding upon the SU and its successors and permitted assigns. No assignment of all or any portion of this Agreement by the SU shall be effective without the prior written approval of the University, which approval may be arbitrarily withheld.

19. Governing Law and Jurisdiction

This Agreement shall be interpreted, applied and construed in accordance with the laws applicable in the Province of Alberta, and the Parties agree that the Court of Queen's Bench of Alberta has exclusive jurisdiction over any disputes arising out of or related to this Agreement aside from those disputes which are subject to section 17 above.

20. Acknowledgements and General Matters

- (a) The Parties acknowledge that they (i) have carefully read this Agreement, (ii) have received independent legal advice with respect to the matters addressed in this Agreement, (iii) are aware of and fully understand the contents, meaning and effect of this Agreement, and (iv) sign, seal and deliver this Agreement of their own free act, voluntarily and uninfluenced by any representations by or on behalf of the other Party.
- (b) The Parties represent and warrant that they have the express and requisite authority to execute, deliver and perform their respective obligations under this Agreement and be bound by its terms.
- (c) The Parties acknowledge that there are no representations, warranties or conditions affecting this Agreement other than as are expressly contained herein.
- (d) No waiver of a breach, failure of any condition, or any right or remedy, contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

21. Execution

This Agreement may be executed in separate counterparts, by facsimile, in other electronic format, or by original document. All executed counterparts together shall constitute one agreement, but no execution hereof shall be effective until all of the counterparts have been executed and delivered by the Parties.

IN WITNESS WHEREOF THE PARTIES have hereunto set their hands and seals as of the date noted above.

The Governors of the University of Calgary

The Students' Association of the University of  
Calgary

[original signed by M. Elizabeth Cannon]

[original signed by Branden Cave]

\_\_\_\_\_  
M. Elizabeth Cannon  
President

\_\_\_\_\_  
Branden Cave  
President

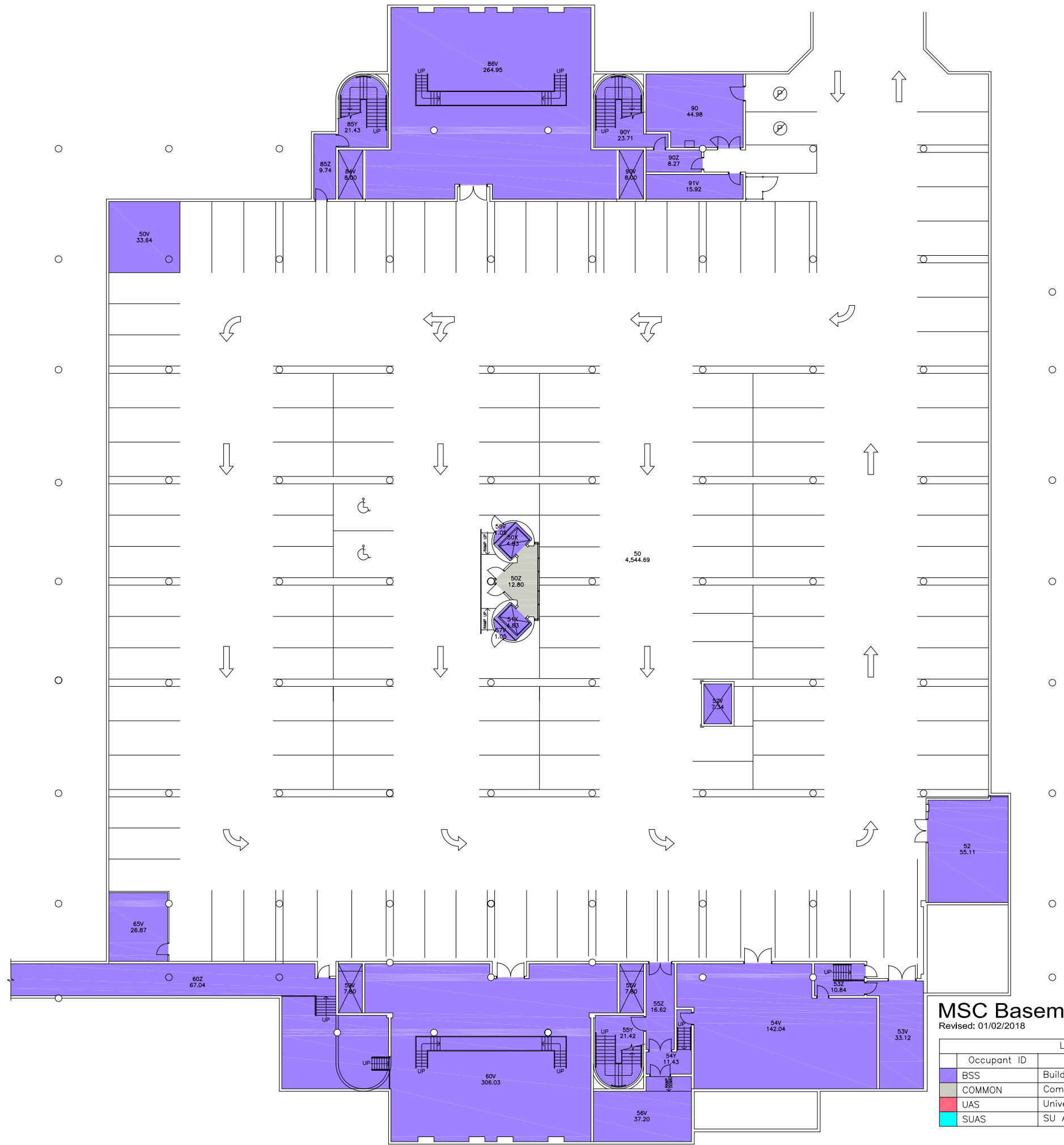
[original signed by Ryan Wallace]

\_\_\_\_\_  
Ryan Wallace  
Vice President Operations and Finance

**APPENDIX 1**

**To the MacEwan Building Stakeholder Rights Agreement between  
The Governors of the University of Calgary and The Students' Association of the University of Calgary  
Dated February 6, 2018**

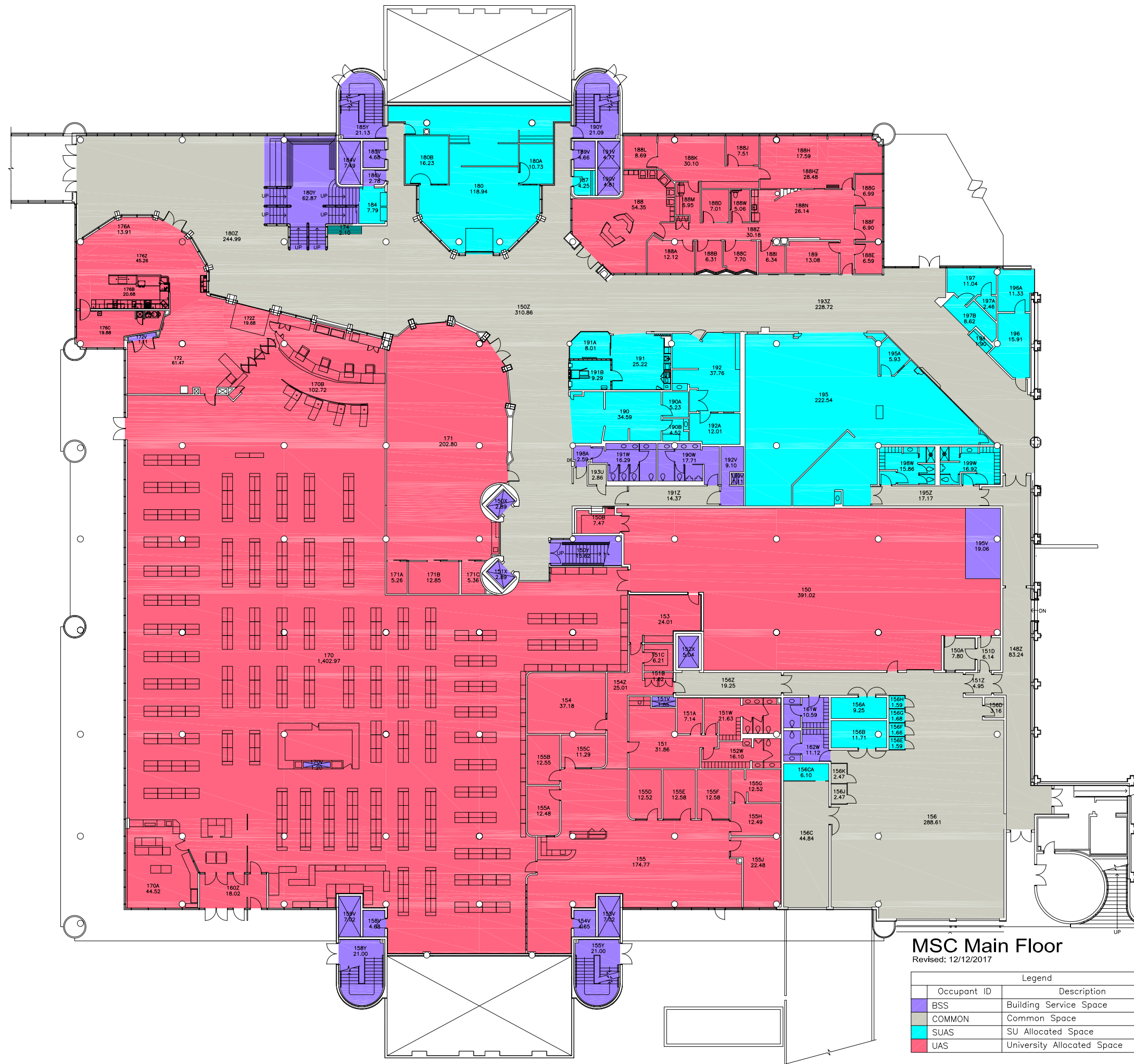
**SPACE PLAN FOR ALLOCATION AND CATEGORIZATION**



**MSC Basement Floor**  
Revised: 01/02/2018

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
UAS	University Allocated Space
SUAS	SU Allocated Space

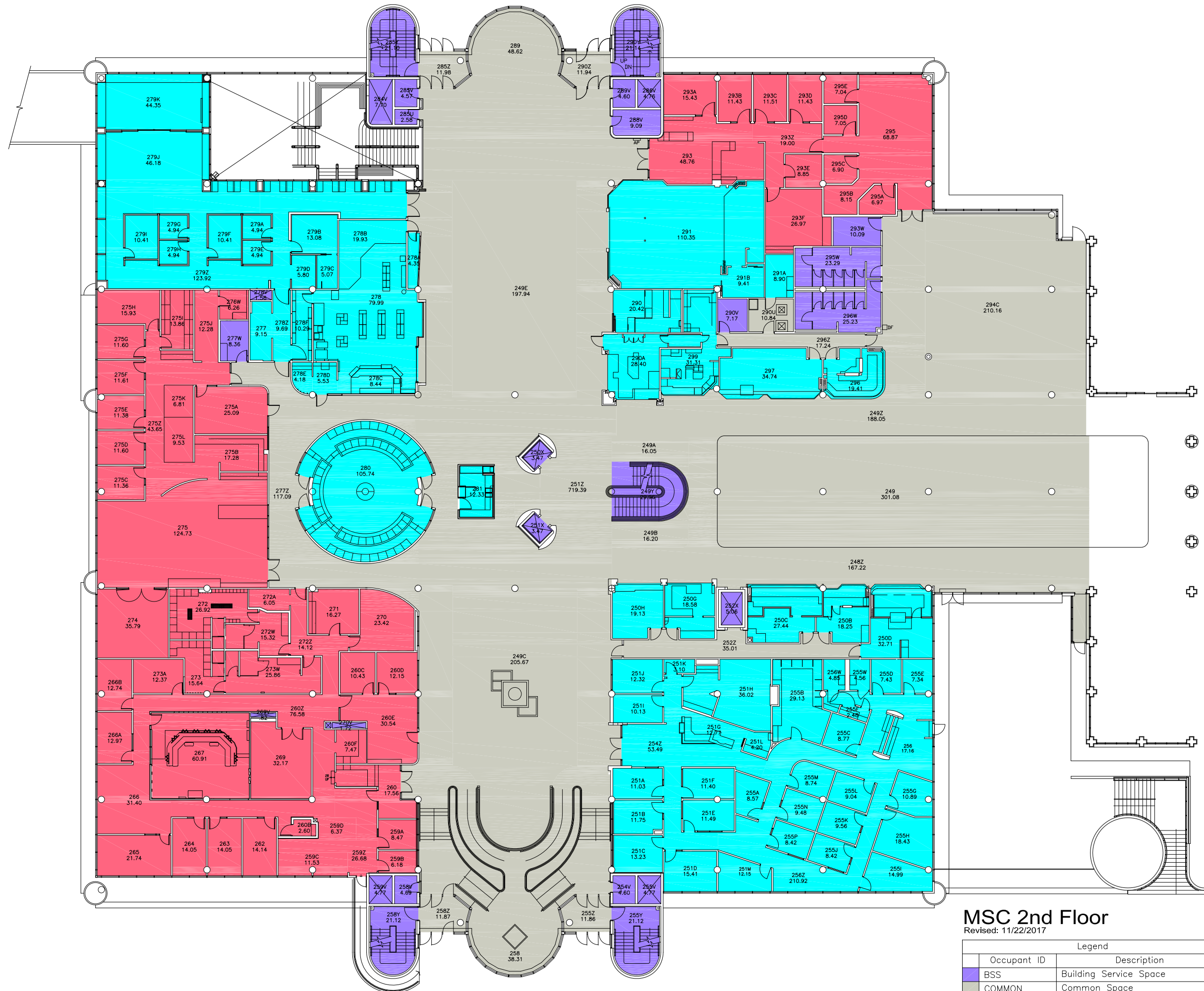




### MSC Main Floor

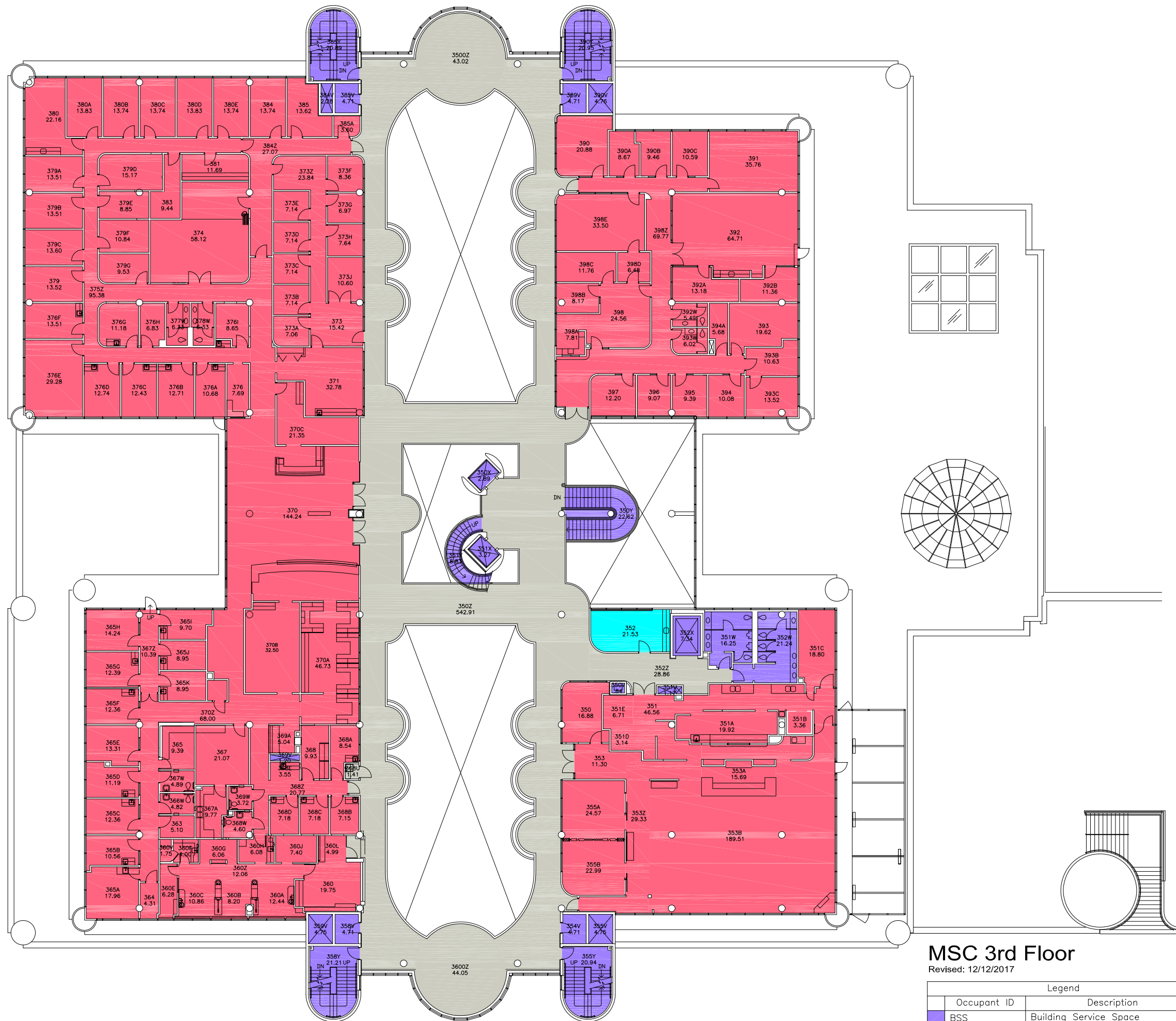
Revised: 12/12/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space



**MSC 2nd Floor**  
Revised: 11/22/2017

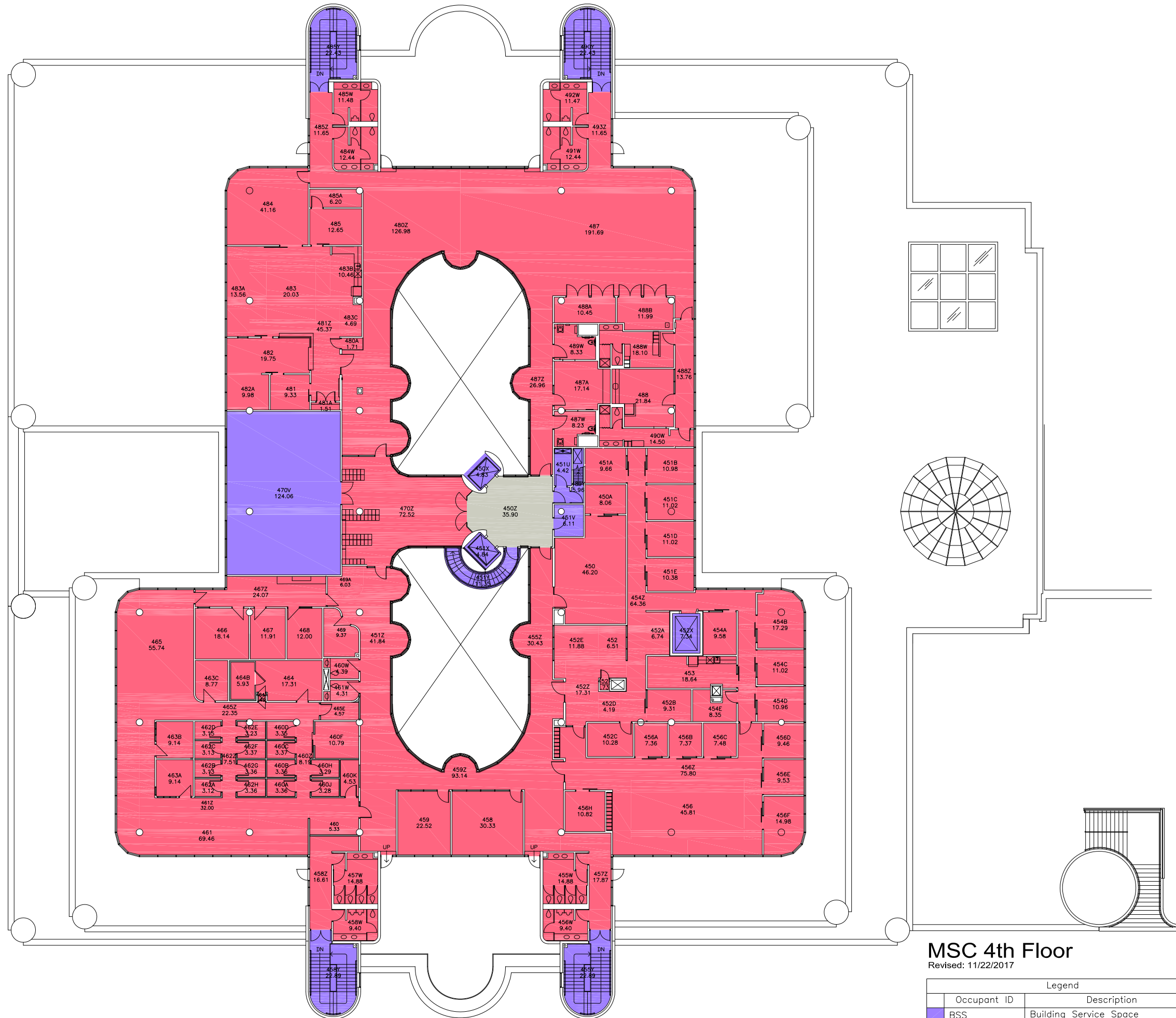
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Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space



### MSC 3rd Floor

Revised: 12/12/2017

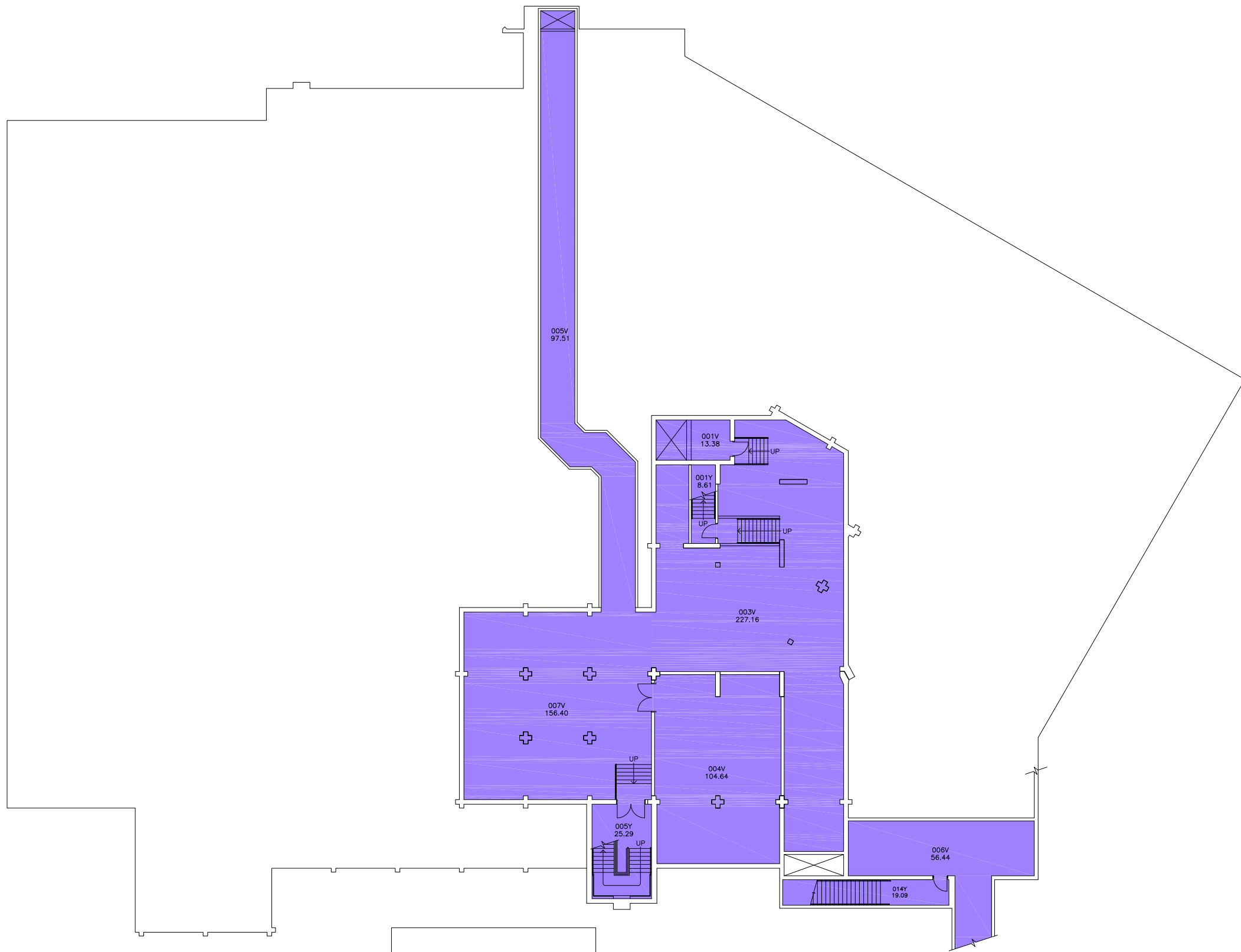
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space



### MSC 4th Floor

Revised: 11/22/2017

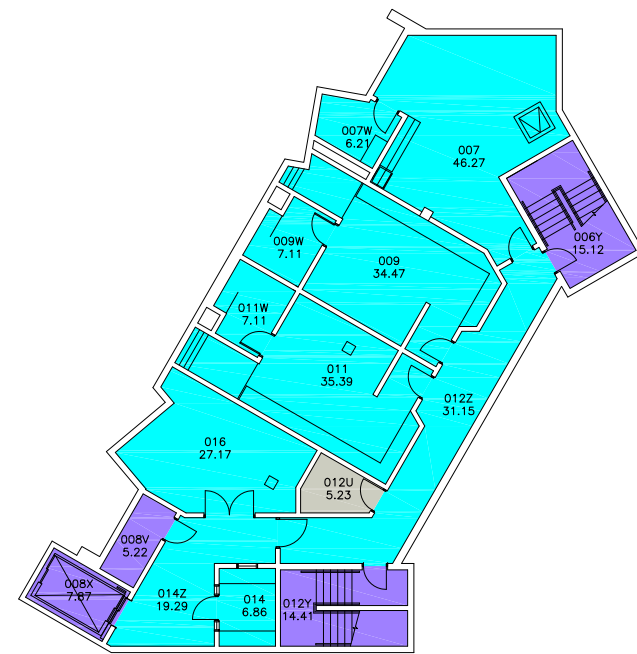
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
UAS	University Allocated Space
SUAS	SU Allocated Space



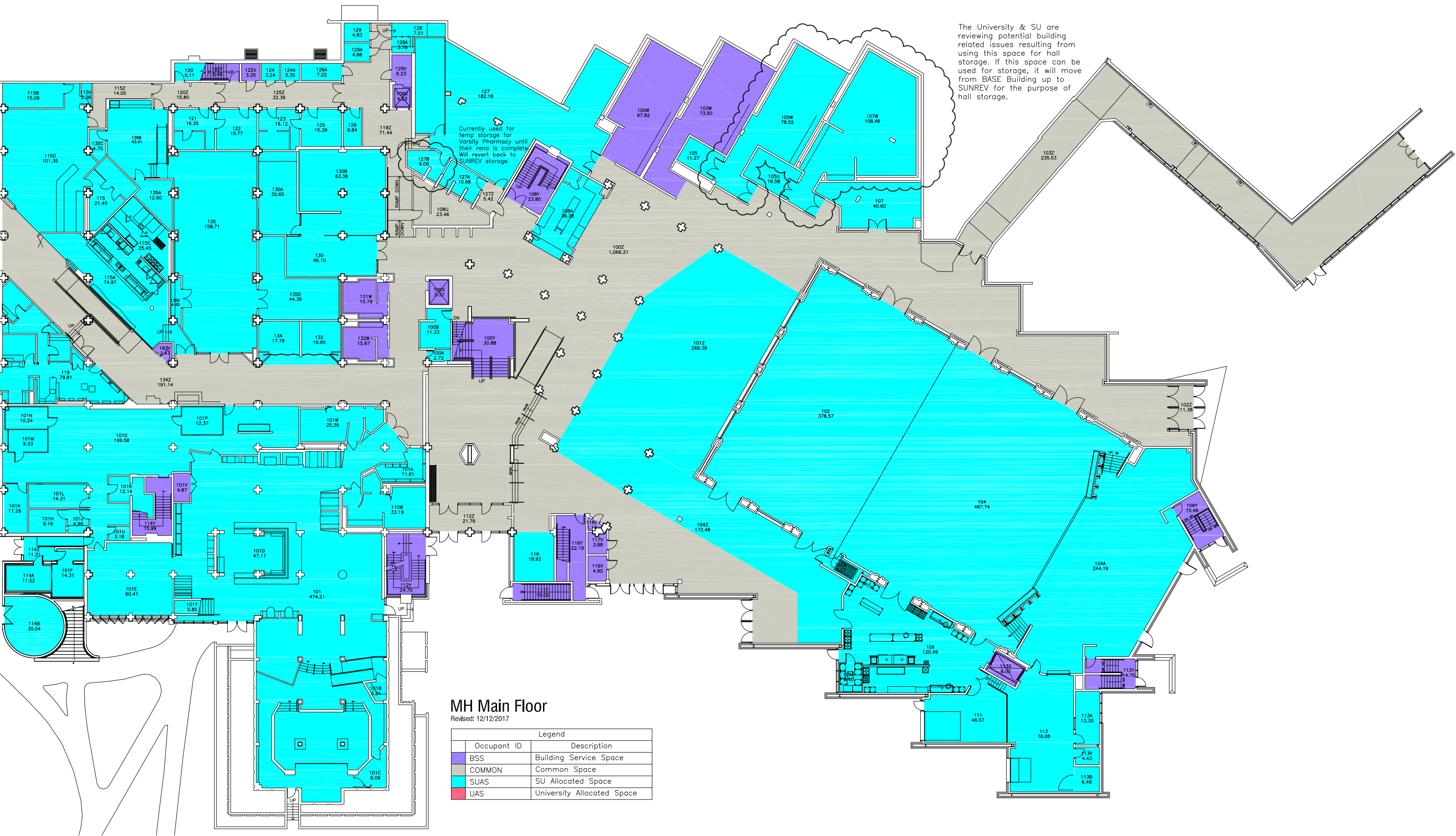
### MH Basement Floor

Revised: 11/22/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space

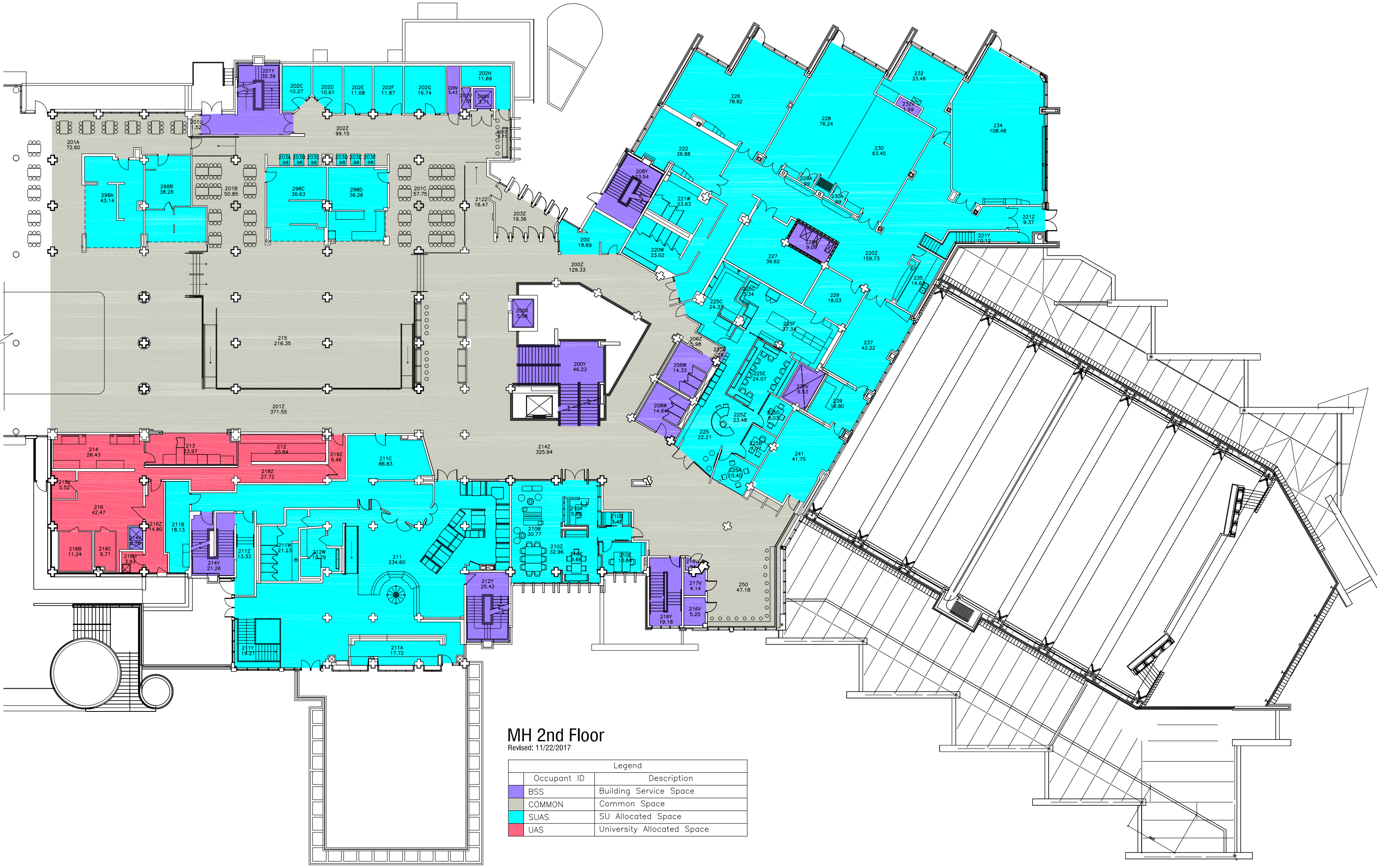


The University & SU are reviewing potential building related issues resulting from using this space for hall storage. If this space can be used for storage, it will move from BASE Building up to SUNREV for the purpose of hall storage.



**MH Main Floor**  
Revised: 12/12/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space



### MH 2nd Floor

Revised: 11/22/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space

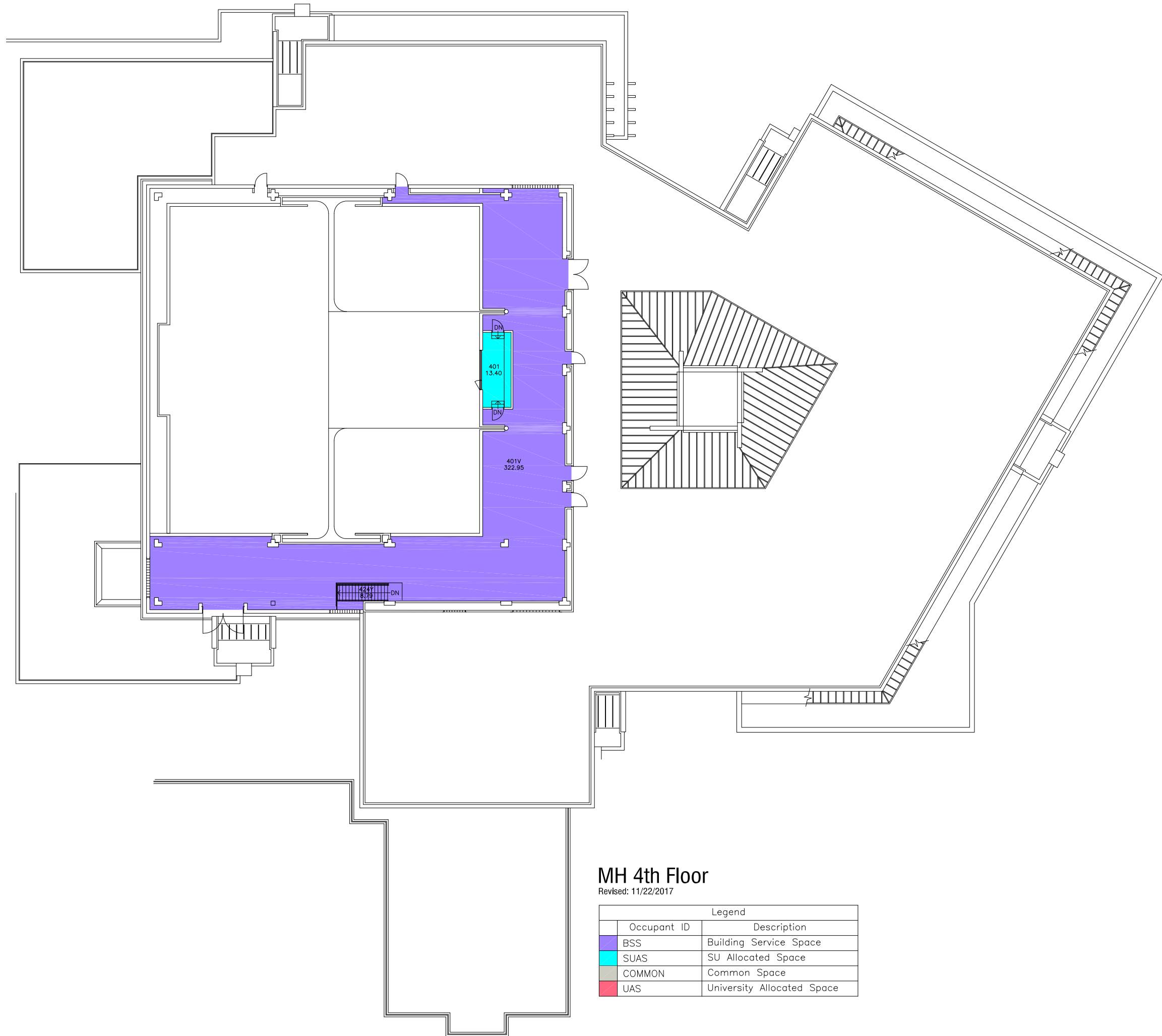


### MH 3rd Floor

Revised: 12/12/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space





### MH 4th Floor

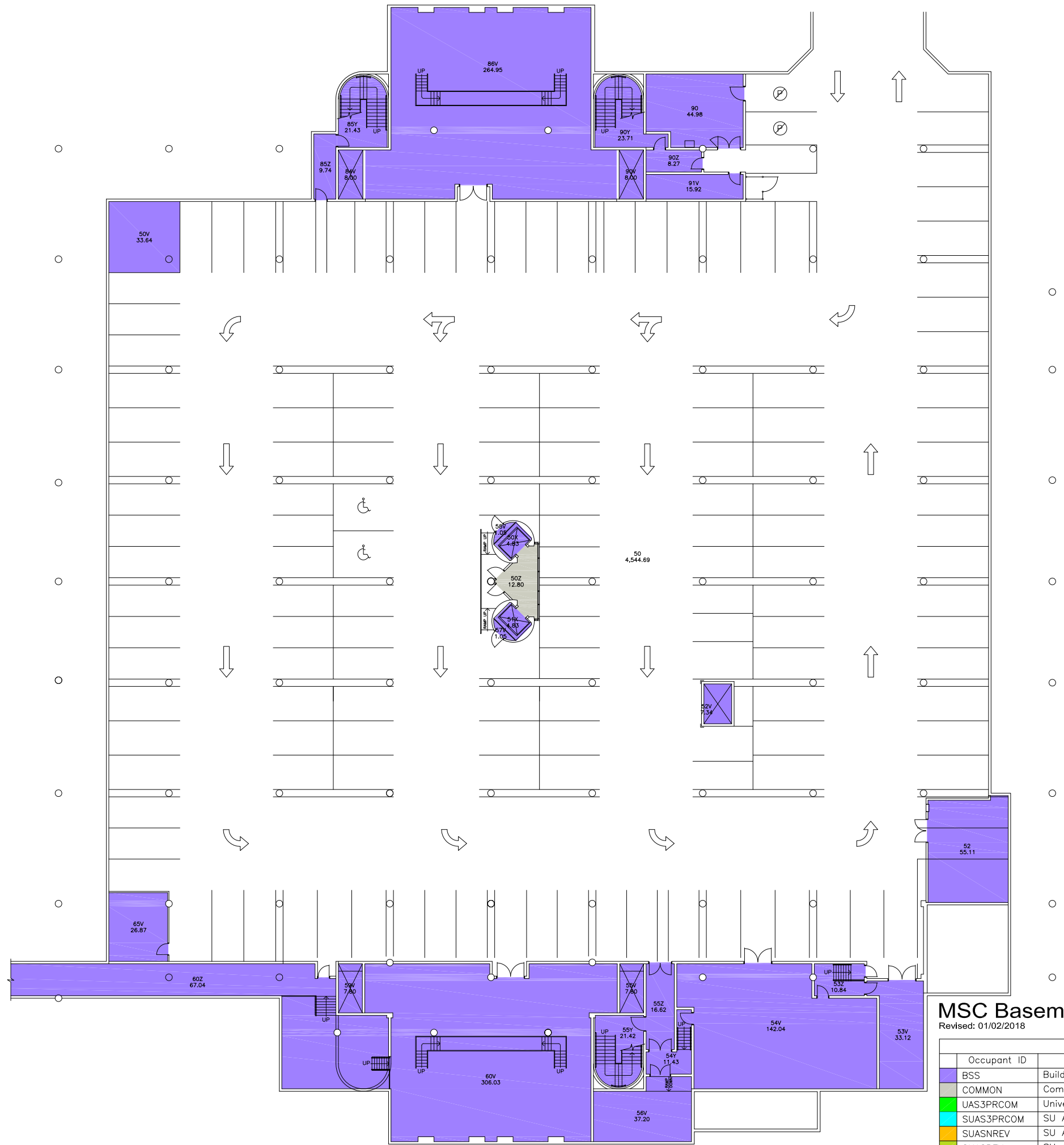
Revised: 11/22/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
SUAS	SU Allocated Space
COMMON	Common Space
UAS	University Allocated Space

**APPENDIX 2**

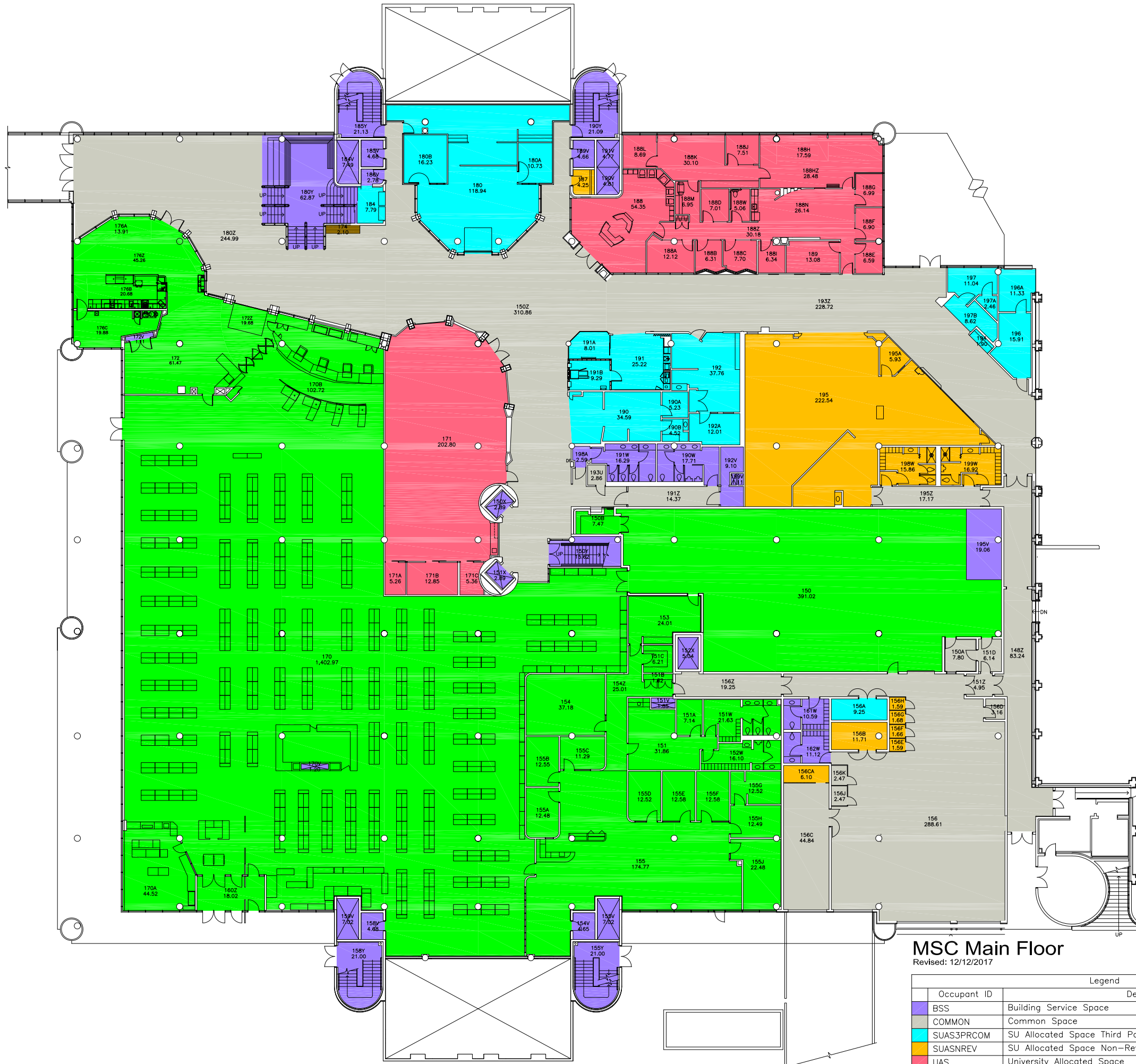
**To the MacEwan Building Stakeholder Rights Agreement between  
The Governors of the University of Calgary and The Students' Association of the University of Calgary  
Dated February 6, 2018**

**SPACE PLAN FOR CLASSIFICATION**



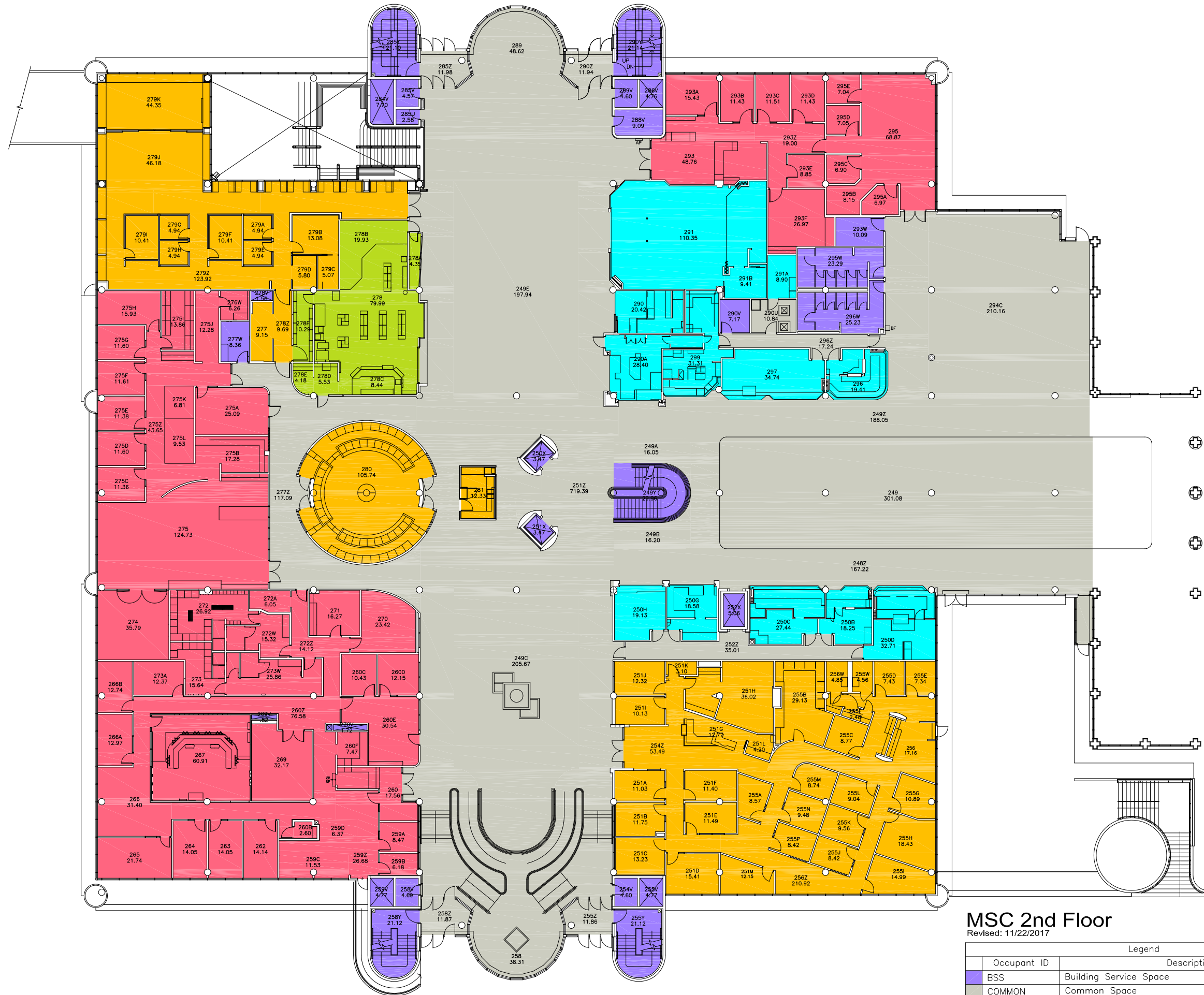
**MSC Basement Floor**  
Revised: 01/02/2018

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
UAS3PRCOM	University Allocated Space Third Party Commercial
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
SUASREV	SU Allocated Space Revenue Generating
UAS	University Allocated Space



**MSC Main Floor**  
Revised: 12/12/2017

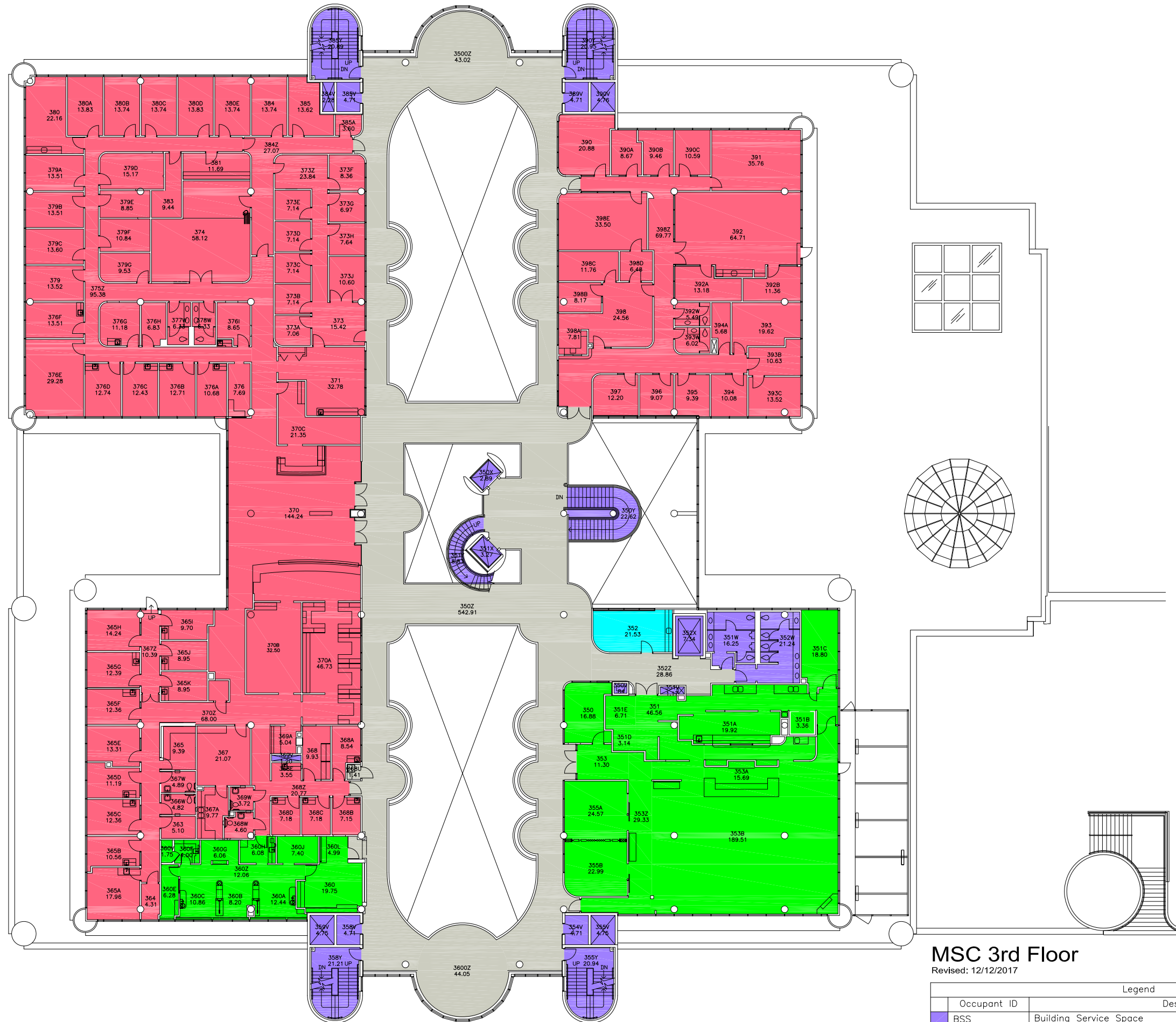
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third Party Commercial
SUASREV	SU Allocated Space Revenue Generating



### MSC 2nd Floor

Revised: 11/22/2017

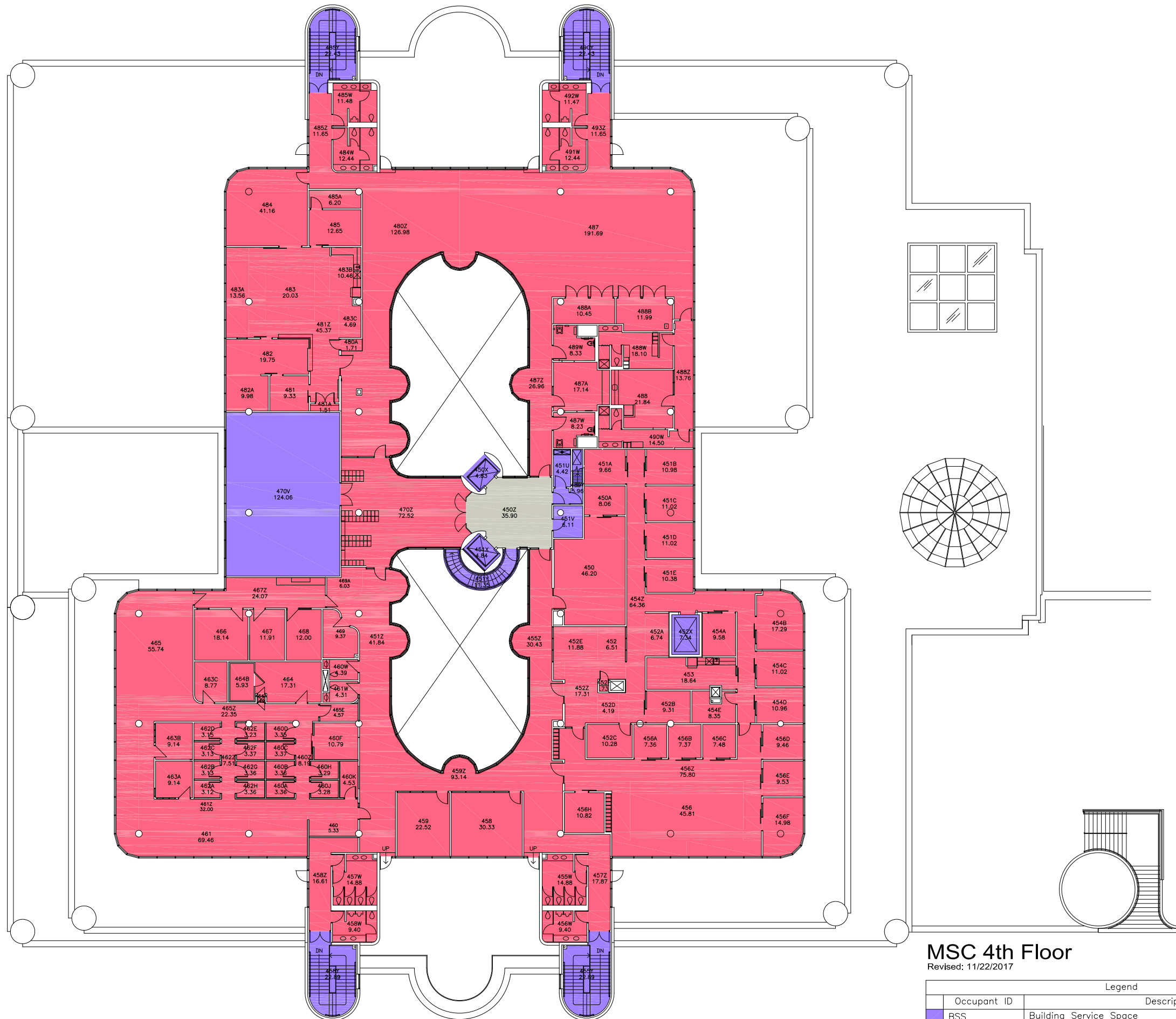
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
SUASREV	SU Allocated Space Revenue Generating
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third Party Commercial



### MSC 3rd Floor

Revised: 12/12/2017

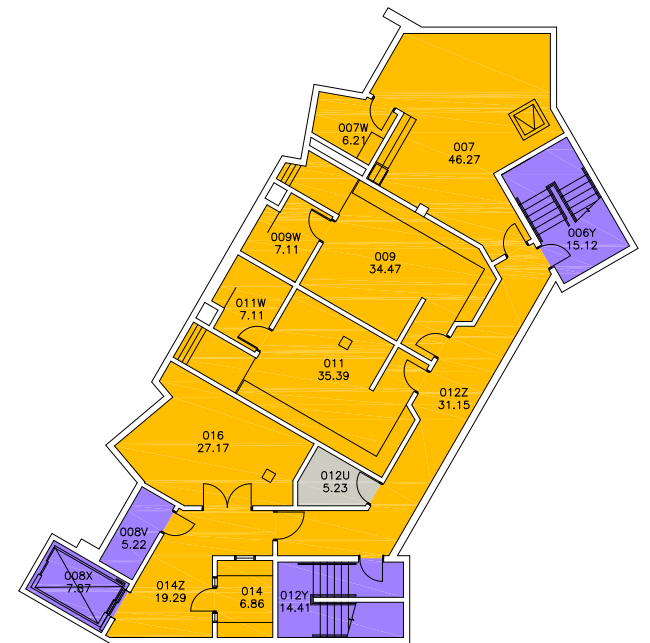
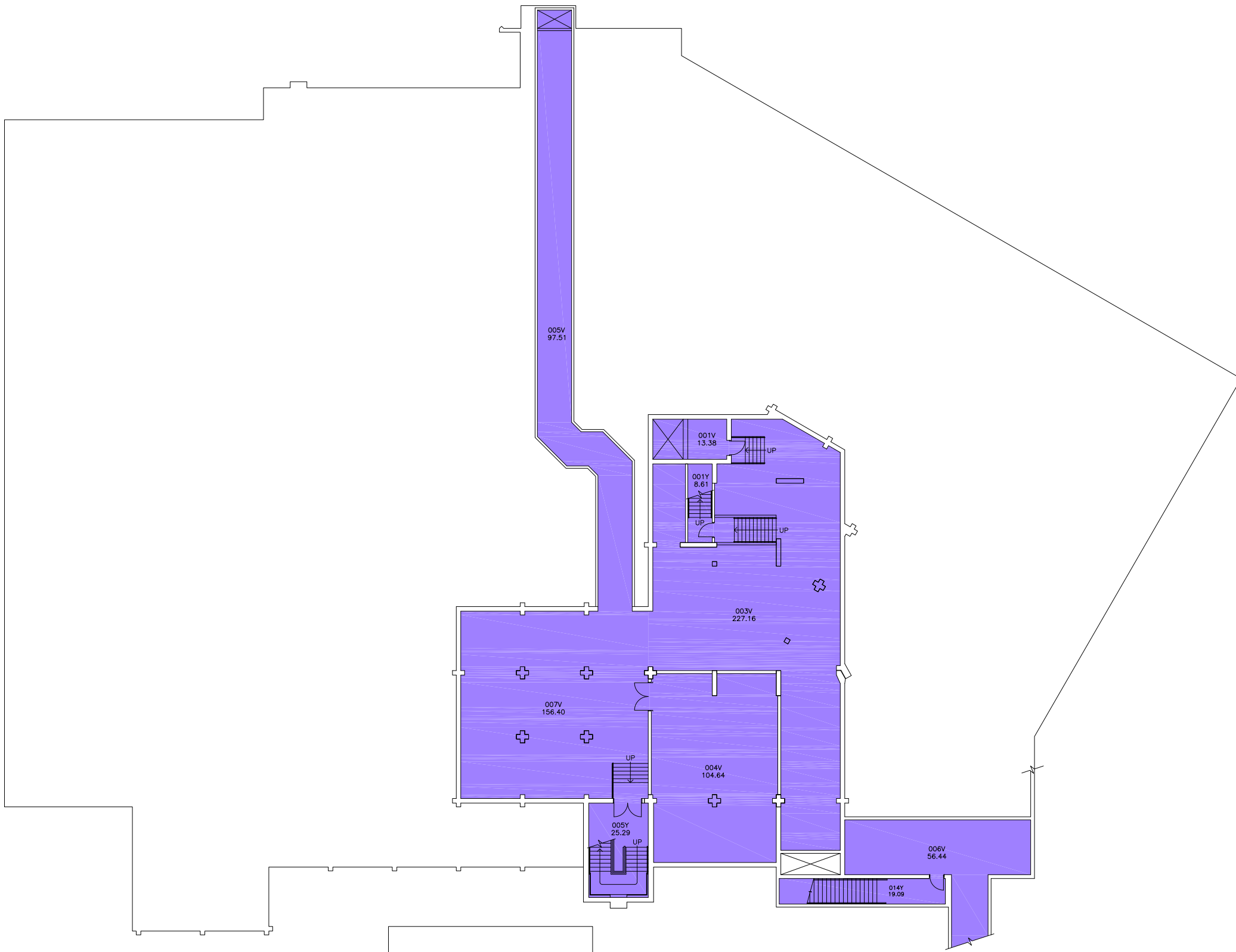
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
SUASREV	SU Allocated Space Revenue Generating



### MSC 4th Floor

Revised: 11/22/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
UAS	University Allocated Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
SUASREV	SU Allocated Space Revenue Generating
UAS3PRCOM	University Allocated Space Third Party Commercial



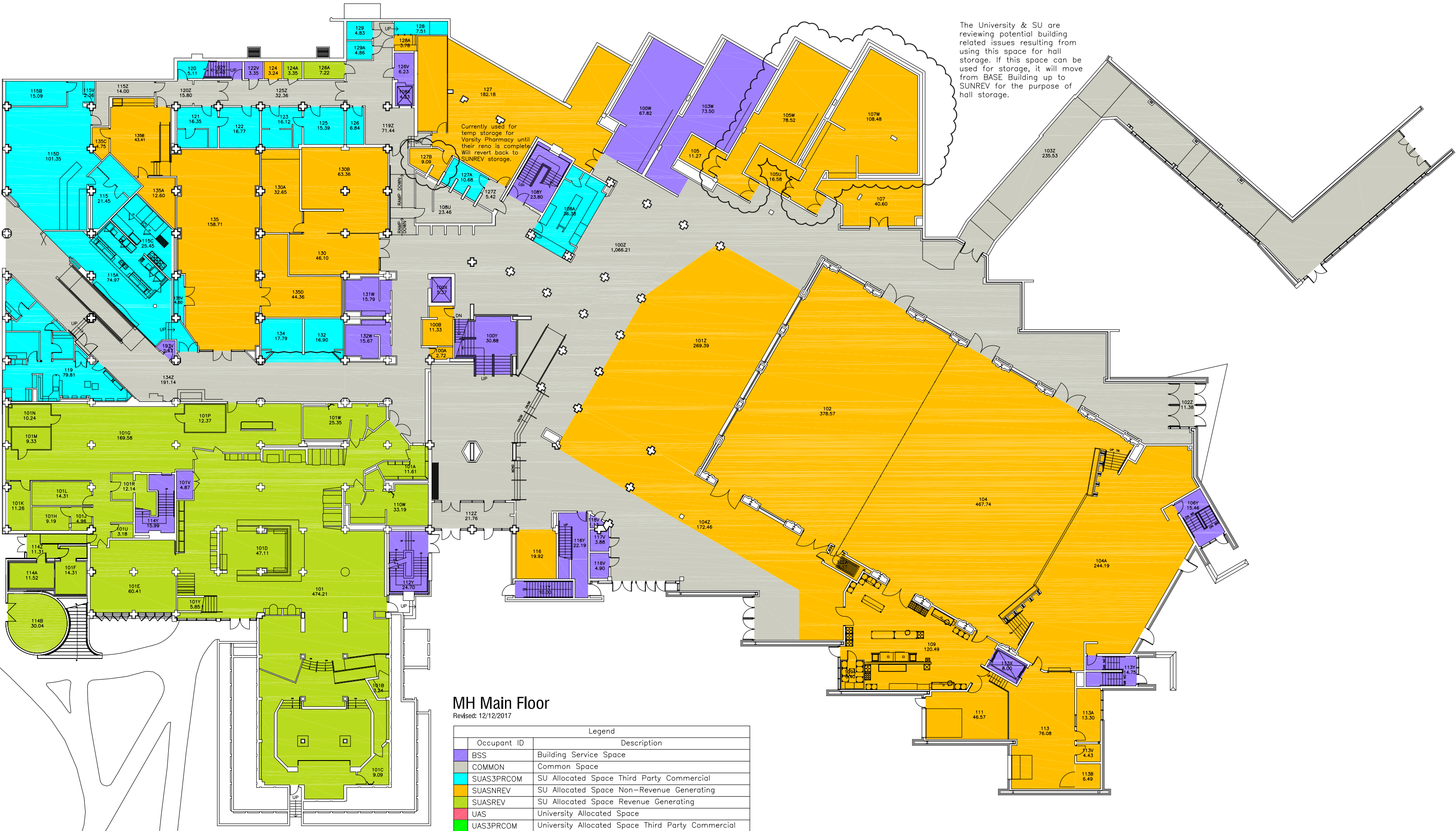
### MH Basement Floor

Revised: 11/22/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUASNREV	SU Allocated Space Non-Revenue Generating
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASREV	SU Allocated Space Revenue Generating
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third Party Commercial

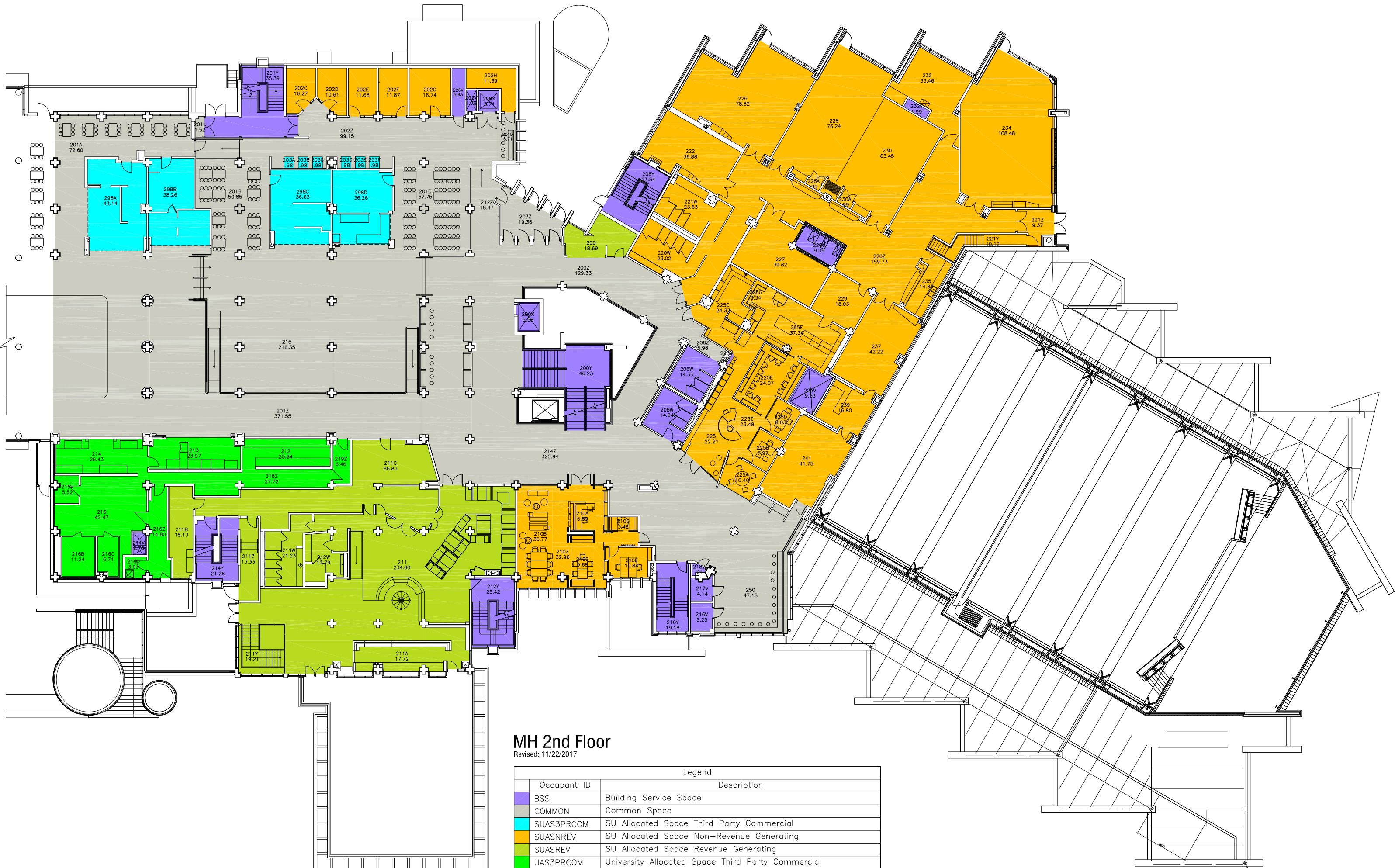


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**MH Main Floor**  
Revised: 12/12/2017

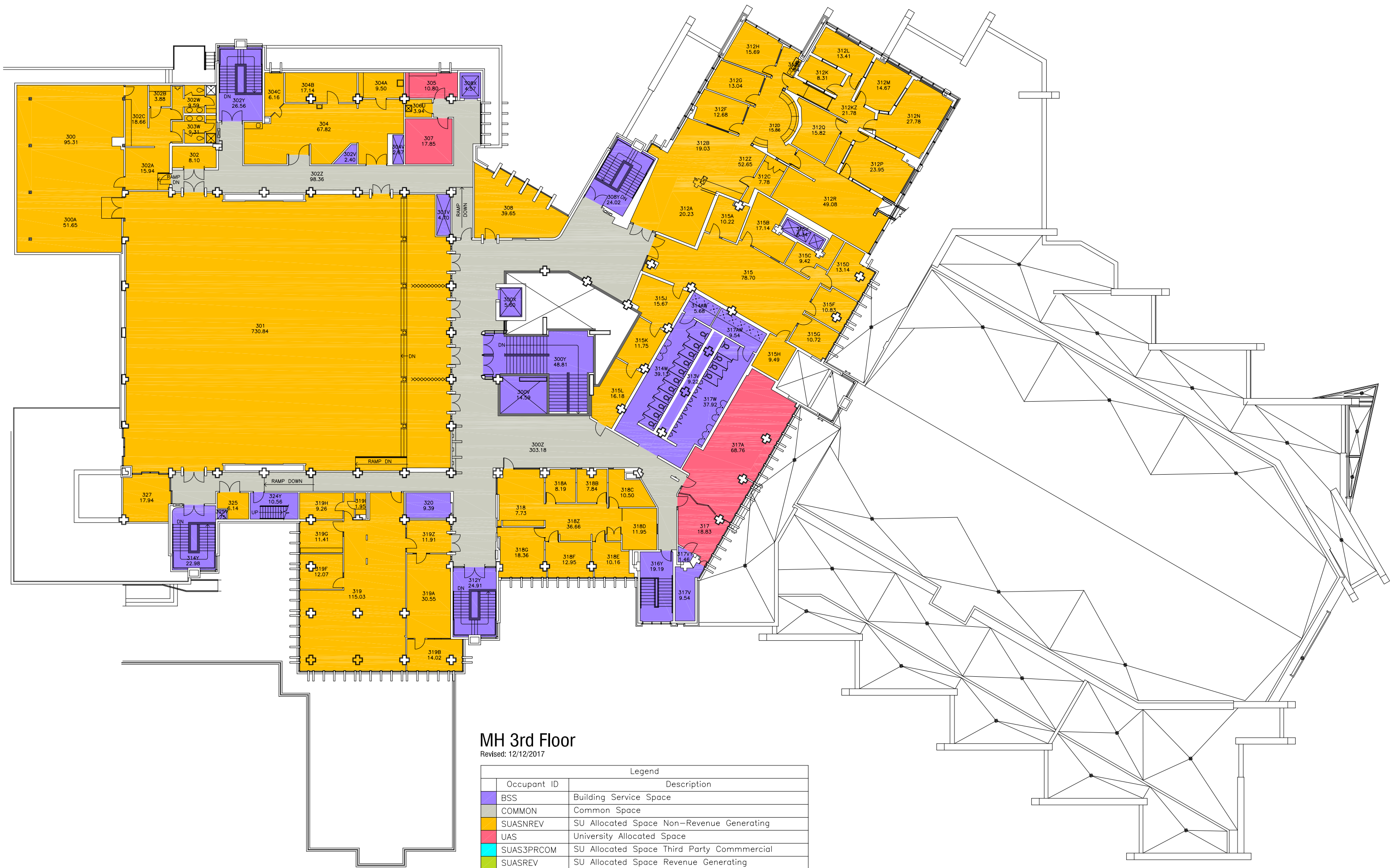
Legend	
Occupant ID	Description
BSS	Building Service Space
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SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
SUASREV	SU Allocated Space Revenue Generating
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third Party Commercial



### MH 2nd Floor

Revised: 11/22/2017

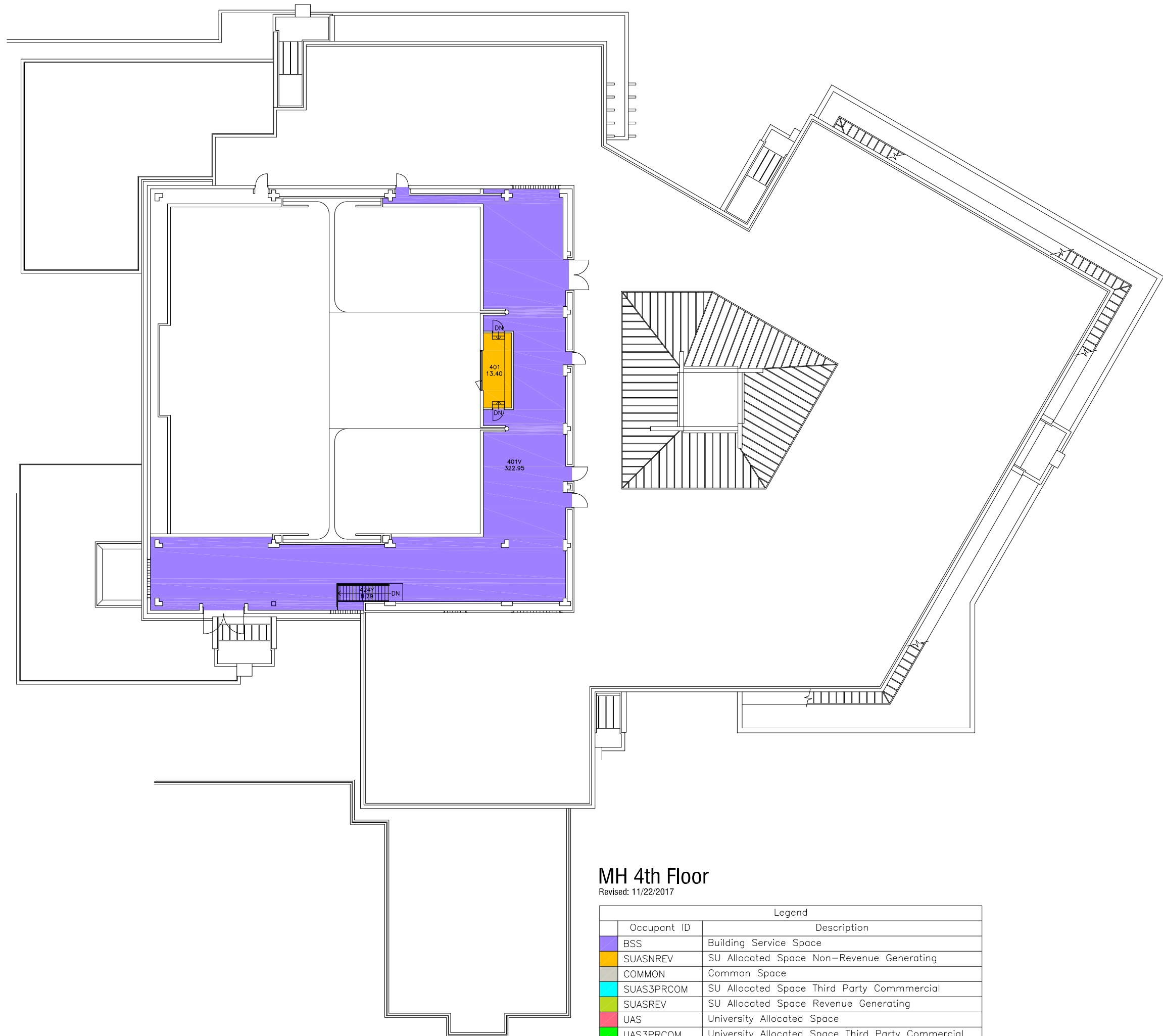
Legend	
Occupant ID	Description
BSS	Building Service Space
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### MH 3rd Floor

Revised: 12/12/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
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UAS	University Allocated Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASREV	SU Allocated Space Revenue Generating
UAS3PRCOM	University Allocated Space Third Party Commercial



### MH 4th Floor

Revised: 11/22/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
SUASNREV	SU Allocated Space Non-Revenue Generating
COMMON	Common Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASREV	SU Allocated Space Revenue Generating
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third Party Commercial