

Dated February 6, 2018

**MACEWAN BUILDING
MANAGEMENT AND USE OF SPACE AGREEMENT**

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**MACEWAN BUILDING MANAGEMENT
AND USE OF SPACE AGREEMENT**

THIS AGREEMENT made effective the 6th day of February, 2018.

BETWEEN:

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY,
created pursuant to the Post - Secondary Learning Act, SA 2003, c.P-19.5
(hereinafter called "the University")**

- and -

**THE STUDENTS' ASSOCIATION OF THE UNIVERSITY OF CALGARY,
created pursuant to the Post - Secondary Learning Act, SA 2003, c.P-19.5
(hereinafter called the "Students' Union")**

WHEREAS the University is the registered owner and beneficial owner of certain lands in northwest Calgary legally described as follows:

PLAN CALGARY 859JK
BLOCK "U"

CONTAINING 98.8 HECTARES (244.23 ACRES) MORE OR LESS
EXCEPTING THEREOUT

PLAN	NUMBER	HECTARES	(ACRES)
SUBDIVISION	1139JK	0.611	(1.51)
SUBDIVISION	2827JK	5.85	(14.44)
SUBDIVISION	6672JK	0.845	(2.09)
SUBDIVISION	8311001	0.11	(0.27)
ROAD	8610644	1.51	(3.72)
ROAD	9412440	0.506	(1.25)
ROAD	0313064	0.038	(0.09)

EXCEPTING THEREOUT ALL MINES AND MINERALS,

(the "**University Lands**") on which is located the campus of University of Calgary:

AND WHEREAS the University and the Students' Union have concurrently entered into a MacEwan Building Stakeholder Rights Agreement, a true copy of which is attached hereto as Schedule A;

AND WHEREAS the parties desire to enter into this Management and Use of Space Agreement to reflect the arrangements as to the management of, and use of space in, the MacEwan Building from and after the Execution Date (as hereinafter defined).

NOW, THEREFORE, THIS AGREEMENT WITNESS THAT in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Part A Definitions and Interpretation

Article 1 Definitions

1.1 Definitions

For the purposes of **this** Agreement, the following words or phrases shall have the meaning hereinafter set forth:

“Act” means the *Post-Secondary Learning Act*, SA 2003, c. P-19.5, any amendments thereto and any legislation enacted by the Province of Alberta in replacement thereof;

“Actual Pro Rata Shares” has the meaning ascribed in section 17.6;

“Additional Management Compensation” has the meaning ascribed in Section 17.7;

“Additional Services” means services provided by the Manager to any Third Party Tenant or to any other occupant of the MacEwan Building which are not services required to be provided under the applicable Third Party Lease or Occupancy Agreement, as the case may be;

“Agreement”, **“this Agreement”**, **“the Agreement”**, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions mean or refer to this Management and Use of Space Agreement as amended from time to time and any agreement supplemental hereto and the expressions “part”, “article”, “section” and “subsection” followed by number or letter or a combination thereof mean or refer to the specified part, article, section or subsection of this Agreement;

“Allocated Costs” has the meaning ascribed in Section 17.3;

“Allocated Recoveries” has the meaning ascribed in Section 17.4;

“Allocated Space” means either or both of the University Allocated Space and the Students’ Union Allocated Space, as the context may require;

“Annual Budget” means the budget for a Fiscal Year in relation to the expenses and revenues of the MacEwan Building as prepared, reviewed and recommended for approved in accordance with the provisions of Section 7.1;

“Annual Leasing Plan” means the leasing plan for the Third Party Commercial Space in the MacEwan Building which shall include occupancy categories and classifications, review of remaining terms of Third Party Leases, vacancies and potential vacancies, acceptable Basic Rent and Percentage Rent parameters for the Third Party Leases for the ensuing Fiscal Year, including any changes to the Promotion Fund contribution, any change to the Management Fee and any change to the amounts desired to be charged to Third Party Food Court Tenants as Common Costs of the Food Court, all as prepared, reviewed and approved in accordance with the provisions of Section 4.2;

“ARCHIBUS” means the records management system used by the University as at the Execution Date for campus wide facilities maintenance, repairs, plans, specifications, architectural drawings, scheduling and the like, and any amendment to such system or any replacement system adopted by the University during the Term;

“Base Building Space” means the portion of the MacEwan Building which is used primarily for the provision of servicing and utility services to the MacEwan Building and which is coloured purple on the Schedule B-1;

“Base Building Systems” mean the electrical, mechanical, HVAC, fire, life safety and similar such systems servicing the MacEwan Building and shall specifically include the following:

- (a) Electrical – All main feeder lines leading to and including the main panels are included in Base Building Systems. In addition, any electrical components tying into the Building Management System are included in Base Building Systems. Feeder lines from main panels to subpanels are not part of Base Building Systems;
- (b) Lighting – All portions of the networked lighting management systems in effect in the MacEwan Building are included in Base Building Systems, but this does not extend to on/off toggle switches;
- (c) HVAC – All air handling units, all vertical HVAC components and any horizontal main lines are considered part of Base Building Systems;
- (d) Plumbing – All vertical and main horizontal lines up to and including the isolation valves are Base Building Systems;
- (e) Stairs – Structural components of all stairways, with the exception of stairways entirely within an Allocated Space, such as concrete and railings are included in Base Building Systems;
- (f) Elevators – Elevators are included in Base Building Systems;
- (g) Life Safety – Life Safety systems and equipment including sprinklers, fire alarms, AED units, fire extinguishers not owned by Third Party Tenants or other occupants, University security cameras and fire panels are included in Base Building Systems;
- (h) Building Management Systems – Such systems and associated Controls, Sensors and Devices that tie directly into the Building Management Systems are included in Base Building Systems;
- (i) Telecom/Data – Vertical mains and horizontal mains are included Base Building Systems until the point at which they feed a tenant/occupant space;
- (j) Wi-Fi – All Wi-Fi infrastructure in the MacEwan Building is included in Base Building Systems; and
- (k) Controls, Sensors and Devices.

“Basic Rent” means base rent payable pursuant to a Third Party Lease or Occupancy Agreement;

“Beverage Management Agreement” means that certain agreement made between the University and the Students Union dated August 2, 2016, in respect of the distribution, sales and consumption of alcoholic beverages within, inter alia, the MacEwan Building under a liquor license granted to the University, as may be amended from time to time, and any renewals or extensions of such agreement or any similar agreement which supersedes such agreement;

“Building Management Systems” means that portion of Base Building Systems that control the use and operation of Base Building Systems within the MacEwan Building so as to allow Base

Building Systems to be automatically turned on and off where appropriate and that adjust the use and operations of Base Building Systems in order to optimize their operational efficiency for the benefit of the MacEwan Building and its occupants;

“Building Policies, Operating Standards and Procedures” means those of the University Policies, Operating Standards and Procedures that are applicable to the MacEwan Building, together with any additional policies, operating standards and procedures as are desired to apply specifically to the MacEwan Building, that are approved by the JLC and that are consistent with University Policies, Operating Standards and Procedures.

“Building Standards” means the standards to which the MacEwan Building and its various components are to be kept, operated and maintained, which standards are listed in Section 8.1, with the current versions of each such standard being as set forth in Schedule D hereto, as such versions may be amended in accordance with Section 8.1;

“Campus Security” means a security force operated by the University and located on the University campus that works with Calgary Police Services and their agencies to provide a safe and secure environment for the persons accessing and using the University campus, and to protect the physical assets located on the University campus;

“Campus-Wide Occupation Agreements” means agreements with Third Party Tenants within University Allocated Space in respect of the leasing or occupancy of certain space within the MacEwan Building, which space is only a portion of a University wide leasing and occupancy arrangement (and such Campus-Wide Occupation Agreements include, as at the Execution Date, but without limiting the generality of the foregoing, the agreement with Aramark, operating a Tim Horton’s retail outlet in the Tim Horton’s Premises) and shall also include the Starbucks Operating Agreement;

“Campus-Wide Exclusivity Arrangements” means an agreement made between the University and a third party supplier of goods or services whereby the third party is granted the exclusive right of sponsorship, advertising, distribution or sale of products and services on the University campus;

“Campus-Wide Tenant” means a tenant or occupant of space within the MacEwan Building pursuant to a Campus-Wide Occupation Agreement;

“Capital Budget” means the capital budget for an ensuing Fiscal Year setting forth the anticipated Capital Expenditures to be made during such Fiscal Year, as established, reviewed and approved in accordance with Section 37.4;

“Capital Depreciation Fund” means a fund which shall be contributed to equally by each of the University and the Students’ Union, which fund shall be used for paying a portion of the expenses associated with Capital Expenditures from time to time, and which fund is set up, administered and operated in accordance with the provisions of Article 37;

“Capital Expenditures” means monies paid from the Capital Depreciation Fund for some or all of the costs of improvements of a capital nature to be made to the MacEwan Building in accordance with the then approved Capital Budget;

“Caretaking Services” means services of a cleaning and janitorial nature to the MacEwan Building as more particularly set forth in Article 9;

“Commencement Date” means May 1, 2018;

“Common Costs of the Food Court” means a portion of the Rent payable by Third Party Food Court Tenants that is not included in Occupancy Costs and is charged by the landlord under such Third Party Leases in order to recover the additional costs of management, operation, maintenance, repair and replacement of components of that portion of the Common Space typically utilized by customers of the Third Party Food Court Tenants (and which portion of Rent, for clarity, is in addition to the Management Fee), which rate is proposed annually to and approved by the JLC as part of the Annual Leasing Plan;

“Common Space” means the portion of the MacEwan Building to which the public at large has the right of access and which is coloured grey on the Schedule B-1;

“Conference and Events Centre” means a portion of the Students’ Union Allocated Space used by the Students’ Union for conferences and events;

“Conference and Events Loading Dock” means the portion of Students’ Union Allocated Space within which is located the loading dock specifically used in conjunction with the operation of the Conference and Events Centre;

“Confidential Information” means information provided by either the University or the Students’ Union to the other party in performing its obligations under this Agreement, and information created jointly by the University and the Students’ Union in performing their respective obligations under this Agreement and includes, without limitation, the Annual Leasing Plan, budgets and reporting provided to the JLC, information obtained through accessing ARCHIBUS, business plans, financial information, marketing plans, presentations, reports, executive summaries, strategies, forecasts, survey results, Campus-Wide Exclusivity Arrangements, Campus-Wide Occupation Agreements, insurance claims, legal actions, negotiations, portions of any JLC meeting that are closed or held *in camera* and any other relevant information. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents or drawings and intangible media such as electronic data), or orally or visually or in other non-documentary form (including without limitation presentations, displays or inspections, designs, drawings, or programs). Confidential Information will not include information that the Recipient can establish:

- (a) was already known to the Recipient at the date of disclosure, without an obligation of confidentiality; or
- (b) is or becomes generally available in the public domain or literature through no fault of the Recipient (but only after it so becomes generally available); or
- (c) is or becomes available on a non-confidential basis from an independent third party, who to the Recipient’s knowledge, was not under a duty of confidence to the Disclosing Party (but only after it becomes available); or
- (d) that is publicly disclosed by operation of law; or
- (e) was developed independently by the Recipient, without knowledge of use of the confidential information.

“Consumables” means the costs for utilities and similar services, being a component of the costs as set forth in the Occupancy Rates Index, including without limitation, power, water, heating, and, effective as of the Commencement Date, waste management, and any others as may arise from time to time;

“Controls, Sensors and Devices” means those certain controls, sensors and devices that tie directly or indirectly into the Building Management Systems (such that a control may materially impact the operation of Building Management Systems), and which include, but are not limited to, temperature sensors, thermostats, humidity sensors, static sensors, air handling units, safety sensors (such as low limit, vibration, static shutdown, CO2 and CO sensors), actuators that drive valves and dampers, including the valves and dampers, current relays, variable frequency drives, variable controllers that control air movement by floor, such as electronic variable air volume air boxes and terminal equipment controllers, room pressure controllers, pressure sensors, electronic to pneumatic devices such as air valves, electric pneumatic solenoids, transducers and metering devices (gas and water), various relays controlling pumps and fans and any electronic card access systems;

“CPI” means Statistics Canada’s Consumer Price Index by City, Calgary (All Items), 2017 base year, published by Statistics Canada or its successor, or if Statistics Canada or its successor no longer publishes such index or is no longer operated by the Government of Canada, such other price index as the University may substitute, acting reasonably, and in the case of such substitution, the University shall be entitled to make all necessary conversions for the purposes of comparison;

“CPI Increase” means the percentage by which the CPI for a Fiscal Year has increased over the CPI for the previous Fiscal Year, it being acknowledged that such increase for the Fiscal Year from July 1, 2019 to June 30, 2020 shall be the increase to the CPI from 2017 as the base year to 2018 and that a similar calculation shall be made in each subsequent Fiscal Year on the basis of the increase to the CPI from that used in the previous Fiscal Year;

“Curable Default” means a Default that is not an Incurable Default;

“Deemed Pro Rata Shares” has the meaning ascribed in section 17.2;

“Default” means, as the context requires, a default in the performance of the obligations of the Manager in accordance with Part C and as defined in Section 18.1, or a default in the performance by the Students’ Union of its obligations as contained in Part D and as defined pursuant to Section 32.1, or a default by the University in the performance of its obligations as contained in Part C and as defined pursuant to Section 18.1, or a default by the University in the performance of its obligations as contained in Part D and as defined pursuant to Section 32.1;

“Disclosing Party” means the party or parties disclosing Confidential Information;

“Dispute Resolution” means the mechanics for resolving an issue in dispute that is referred for resolution by the JLC in accordance with Section 17 of the Stakeholder Rights Agreement;

“Election Signage” means signage that is authorized by the Students’ Union in accordance with its internal by-laws and regulations applicable to the annual Students’ Union elections;

“Electronic Way-Finding Signage” means the interactive electronic directory boards in the MacEwan Building in existence as at the Commencement Date, and any approved replacements thereof or any approved additional similar signage;

“Execution Date” means the date that this MacEwan Building Management and Use of Space Agreement has been fully executed by each of the University and Students’ Union;

“Existing Students’ Union Signage Policies” means the Students’ Union Signage and Advertising Policies and the Students’ Union Advertising and Signage Guidelines Applicable to Third Party Tenants, collectively;

“Expansion” means any enlargement of the three dimensional perimeter of the MacEwan Building that impacts Students’ Union Allocated Space, University Allocated Space and/or Common Space;

“Fiscal Year” means a yearly period commencing on July 1 and expiring on the following June 30;

“FOIP Request” mean a request made of the University by an applicant for access to University records pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta);

“Governmental Authority” means any municipal, provincial, administrative or other authority created by legislation, or any department or agency thereof which applies to the University and its property or to the Students’ Union and its property;

“Incurable Default” means a Default that is incapable of being cured and shall specifically include those referenced in Sections 18.1(c), (d), (e), (f) and (g) and those referenced in Sections 32.1(d), (e), (f), (g) and (h);

“JLC” means the Joint Liaison Committee, a committee established and populated pursuant to the provisions of Section 11 of the Stakeholder Rights Agreement;

“Lease Year” means, without respect to Third Party Leases and Occupancy Agreements, the calendar year;

“Loading Dock” means either or both of the Main Loading Dock and the Conference and Events Loading Dock, as the context may require;

“MacEwan Building” means “Mac Hall”, “MacEwan Hall” and “MacEwan Students’ Centre”, collectively, but does not include the “MacEwan Parkade”;

“MacEwan Building Auditors” means the auditors appointed by the Manager from time to time to audit the Rental Account, which shall be one of Deloitte., EY, PWC and KPMG, or such other accounting firm as may be approved by the University;

“Mac Hall” means the redevelopment and expansion of MacEwan Hall and MacEwan Students’ Centre which was constructed between approximately 1999 and 2002;

“MacEwan Hall” means the existing building on the University Lands bearing such name, which was constructed in the 1960’s and which is shown as such on the Plan, but specifically does not include any portion thereof which is used for parking purposes, other than as incidental to the operation of a Loading Dock;

“MacEwan Parkade” means the parkade constructed under the land upon which the MacEwan Building is situated;

“MacEwan Students’ Centre” means the existing building on the University Lands bearing such name which is an expansion to MacEwan Hall and physically connected to MacEwan Hall, which was constructed in the 1980’s and which is shown as such on the Plan, but specifically does not include any portion thereof which is used for parking purposes, other than as incidental to the operation of a Loading Dock;

“Main Loading Dock” means the loading dock for the MacEwan Building used or capable of being used by all occupants thereof;

“Manager” means the manager of the MacEwan Building from time to time appointed pursuant to Part C hereof, it being the intent that the Students’ Union shall act as Manager of the MacEwan Building in accordance with the provisions hereof and specifically in Part C during the Term, unless the Students’ Union is replaced by the University as Manager pursuant to a Manager Replacement Event;

“Management Fee” means the portion of Rent payable by a Third Party Tenant, and charged by the landlord under such Third Party Leases to recover the costs incurred by the Manager in providing managerial services in the operation of the MacEwan Building, which fee shall be subject to change as proposed to and approved by the JLC as part of the Annual Leasing Plan;

“Manager Replacement Event” means, as applicable:

- (a) where the Students’ Union is suspended as Manager pursuant to Section 18.6 and the University becomes the Manager;
- (b) where the Suspension Period expires pursuant to Section 18.6 and the Students’ Union again becomes the Manager;
- (c) where the Students’ Union resigns as Manager pursuant to Section 18.8 and the University becomes the Manager;
- (d) where this Agreement expires by its terms or is otherwise terminated without a replacement agreement being executed which confirms the continuation of the Students’ Union as Manager and as a result, the University becomes the Manager; and
- (e) where the University has become the Manager pursuant to (c) or (d) above and, by agreement, the Students’ Union is once again appointed as the Manager;

“Net Allocated Space” has the meaning ascribed to it in Section 17.5;

“Non-Revenue Generating Space” means portions of each of the Students’ Union Allocated Space and the University Allocated Space which is used for the activities and operations of the Students’ Union and the University, respectively, which classification of Students’ Union Allocated Space is coloured yellow on Schedule B-2 and which classification of University Allocated Space is the space shown coloured pink on Schedule B-2;

“Occupancy Agreement” means an agreement, other than a Third Party Lease, where a party other than the Students’ Union or the University is given the right to occupy any portion of Students’ Union Allocated Space or University Allocated Space;

“Occupancy Costs” means certain costs as set forth in the University’s Occupancy Rates Index and collected from Third Party Tenants as a portion of the Rent payable by them and to certain other occupants of the MacEwan Building as identified and required pursuant to their respective Occupancy Agreements, which costs shall specifically exclude Capital Expenditures, the Management Fee, Common Costs of the Food Court, and contributions to the Promotion Fund, (a component of which Occupancy Costs is Consumables);

“Occupancy Rates Index” means the rates set by the University annually on April 1 to cover the University-wide costs for utilities and services, as may be changed as to rate categorization from time to time;

“Offensive Signage” means signage that contains hateful or legally offensive material as determined from time to time by the Legal and University Relations Departments of the University;

"Percentage Rent" means the portion of Rent payable by a retail Third Party Tenant which is based on a percentage of the gross or net sales of such Third Party Tenant;

"Permitted Parties" means:

- (a) those of the Recipient's employees and members of a Recipient's governing board or other governance body:
 - (i) who are directly involved in the Recipient's use of the Disclosing Party's Confidential Information;
 - (ii) who have been advised of the Recipient's obligations of confidence in respect of the Disclosing Party's Confidential Information; and
 - (iii) who have agreed to honor those obligations of confidence; and
- (b) the Recipient's consultants, lawyers, accountants, contractors and other similar third parties who have by their profession a duty of confidence, or who agree in writing to hold the Confidential Information in confidence, and who require knowledge of some or all of the Confidential Information in order to properly carry out their obligations to the University or the Students' Union, as the case may be.

"Plan" means, collectively, the plan of the MacEwan Building attached as Schedule B-1 identifying certain categorizations thereof as one of Students' Union Allocated Space, University Allocated Space, Common Space and Base Building Space, and the plan of the MacEwan Building attached as Schedule B-2 identifying certain classifications of space as either Non-Revenue Generating Space, Revenue Generating Space or Third Party Commercial Space;

"Prime Lending Rate" means the prime lending rate charged by Royal Bank of Canada from time to time, as certified by an Officer of such Bank;

"Promotion Fund" means the fund established pursuant to the provisions of Article 30 to hold monies contributed by Third Party Tenants for use in the promotion of the retail operations in the MacEwan Building;

"Public Bulletin Boards" mean bulletin boards located in the MacEwan building for the purpose of providing a location for public notices, of which there are currently four (4) such Public Bulletin Boards as at the Execution Date;

"Quality Money Project" means projects funded through the Students' Union Quality Money Program, a unique partnership between the Students' Union and the University to identify and fund specific projects for the benefit of University of Calgary students and the campus community;

"Recipient" means the party or parties receiving Confidential Information;

"Redevelopment" means any construction project which results in changes to more than twenty percent (20%) of the MacEwan Building as referenced in the Stakeholder Rights Agreement, and as referenced in Article 39 of this Agreement;

"Redevelopment Committee" means the committee struck in accordance with Section 12 of the Stakeholder Rights Agreement;

"Renovations and Improvements" means repairs and upgrades to the MacEwan Building as referenced in Article 38 that are more significant than Repairs and Maintenance, but which do not constitute a Redevelopment or Expansion;

“Rent” means collectively, as applicable, Basic Rent, Percentage Rent, Occupancy Costs, Consumables, Common Costs of the Food Court, the Management Fee, contributions to the Promotion Fund and any other amounts required to be paid pursuant to a Third Party Lease or Occupancy Agreement, but does not include amounts paid for Additional Services;

“Rental Account” means the bank account in the name of the Manager to which the Manager shall deposit, as applicable, Basic Rent, Percentage Rent, Occupancy Costs, Consumables, Common Costs of the Food Court, the Management Fee and Promotion Fund contributions collected in respect of Third Party Commercial Space and Revenue Generating Space in Students’ Union Allocated Space, which account shall be set up and operated in accordance with the provisions of Section 6.2(a);

“Repairs and Maintenance” means any repair, maintenance or replacement of any portion of the MacEwan Building by any of the Manager, the Students’ Union, the University or other occupant of the MacEwan Building, but which constitutes neither a Renovation and Improvement nor a Redevelopment or Expansion;

“Repairs and Maintenance Approval Protocol” means the procedures by which the Manager complies with its obligations to obtain the approval of the University to complete certain Repairs and Maintenance in accordance with the provisions of Article 8, together with any reporting obligations in respect of the completion of such Repairs and Maintenance as set forth in Section 10.9(m);

“Revenue Generating Space” means portions of each of the Students’ Union Allocated Space and the University Allocated Space which is used for activities and operations of the Students’ Union and the University and organizations associated or affiliated with them, respectively, which is not leased or occupied by a Third Party Tenant but generates revenue for the Students’ Union or the University, as applicable, and which classification of Students’ Union Allocated Space is coloured light green on Schedule B-2 and which classification of University Allocated space is a portion of the space shown coloured lime green on Schedule B-2, it being acknowledged that, as at the Execution Date, there is currently no distinction on Schedule B-2 as between Revenue Generating Space and Third Party Commercial Space within University Allocated Space;

“Service Contracts” means a contract for the supply of goods and/or services necessary or advisable for the operation of the MacEwan Building in accordance with the Building Standards;

“Shared Costs” has the meaning ascribed in Section 17.2;

“Space Spreadsheet” means the Excel spreadsheet setting out in detail the categorization and classification of all space within the MacEwan Building, as referenced in Section 19.5;

“Stakeholder Rights Agreement” means that certain MacEwan Building Stakeholder Rights Agreement made between the University and the Students’ Union dated February 6, 2018, a true copy of which is appended hereto as Schedule A;

“Starbucks Operating Agreement” means the agreement whereby the University is licenced to operate a Starbucks retail outlet in certain locations on the University campus, including the Starbucks Premises;

“Starbucks Premises” means the premises within the University Bookstore in University Allocated Space from which a Starbucks Coffee retail outlet is being operated as at the Execution Date pursuant to the Starbucks Operating Agreement;

“Structural Components” means 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 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 an Allocated Space;

“Students’ Union Advertising and Signage Guidelines Applicable to Third Party Tenants” means those certain guidelines as established by the Students’ Union in respect of signage and advertising applicable to Third Party Tenants and space demised to Third Party Tenants, being the Advertising and Signage Guidelines Within Tenant Leaseholds attached hereto as Schedule E-3;

“Students’ Union Allocated Space” means the portion of the MacEwan Building which is available for occupation and use by the Students’ Union and which is classified as either Non-Revenue Generating Space, Revenue Generating Space or Third Party Commercial Space, and which is shown coloured blue on Schedule B-1;

“Students’ Union Bulletin Boards” means the bulletin boards installed by the Students’ Union in the MacEwan Building for use in providing notices in respect of the Students’ Union and its various programs, activities and related organizations, all of which are, as at the Execution Date, glass enclosed;

“Students’ Union Signage and Advertising Policies” means those certain policies established by the Students’ Union in respect of signage and advertising in the MacEwan Building being comprised of the Advertising and Signage Guidelines attached hereto as Schedule E-1 and the Acceptable Display Policy attached hereto as Schedule E-2, and any amendments thereto as may be approved for use by the JLC;

“Suspension Period” means the period of time (where applicable) between the date that the Students’ Union is suspended as the Manager pursuant to Section 18.6, and the date that the Students’ Union is reinstated as the Manager pursuant to Section 18.6;

“Tenants Committee” means either of the committees established to handle complaints, suggestions and communications with Third Party Tenants, established by, and to operate in accordance with, the provisions of Section 6.9;

“Term” means the term of this Agreement as set forth in Section 33.1, unless this Agreement is fully terminated prior to the expiry of the Term in accordance with the termination provisions set forth in Article 33;

“Third Party Food Court Tenants” means those Third Party Tenants who have entered, or in the future enter into a Third Party Lease whereby such Third Party Tenant is obligated to pay Common Costs of the Food Court, and for the sake of clarity, excludes Starbucks, Opa, Subway and Jugo Juice (it being acknowledged that for purposes of Section 17.4(f), each of Aramark Canada Ltd., operating a Tim Horton’s retail outlet and La Taqueria, are deemed to be paying Common Costs of the Food Court for the purposes of Section 17.4);

“Third Party Commercial Space” means portions of each of the Students’ Union Allocated Space and the University Allocated Space which is occupied by a Third Party Tenant pursuant to a Third Party Lease, which classification of Students’ Union Allocated Space is coloured blue on Schedule B-2 and which classification of University Allocated Space is a portion of the space shown coloured lime green on Schedule B-2, it being acknowledged that, as at the Execution Date, there is currently no distinction on Schedule B-2 as between Revenue Generating Space and Third Party Commercial Space within University Allocated Space;

“Third Party Lease” means a lease or other agreement pursuant to which a Third Party Tenant occupies Third Party Commercial Space and specifically includes a Campus-Wide Occupation Agreement, except as otherwise indicated in this Agreement;

“Third Party Tenant” means an occupant of any Third Party Commercial Space within the MacEwan Building pursuant to a Third Party Lease and specifically includes any tenant or occupant pursuant to a Campus-Wide Occupation Agreement, except as otherwise indicated in this Agreement and, notwithstanding the foregoing and that the Starbucks Operating Agreement does not create a landlord/tenant or owner/occupant relationship, is deemed to include the Starbucks Operating Agreement in effect as at the Execution Date and any renewal, extension or replacement thereof;

“Tim Horton’s Premises” means the premises within University Allocated Space occupied by Aramark Canada Ltd., operating a Tim Horton’s retail outlet, as at the Execution Date pursuant to a Campus-Wide Occupation Agreement;

“Transitional Arrangements” means the mechanics of transitioning the management of the MacEwan Building:

- (a) from the University to the Students’ Union during the period between the Execution Date and the Commencement Date;
- (b) from the Students’ Union to the University in the event of a Suspension Period pursuant to Section 18.6 or after resignation of the Manager pursuant to Section 18.8;
- (c) from the Students’ Union to the University in the event that this Agreement expires by its terms or is otherwise terminated without an extension or replacement agreement being executed which confirms the continuation of the Students’ Union as the Manager of the MacEwan Building; and
- (d) from the University to the Students’ Union in the event of the expiry of a Suspension Period pursuant to Section 18.6, or after the Students’ Union provides notice to the University that it desires to be reinstated as Manager after a resignation pursuant to Section 18.8 or if after a transition pursuant to subsection (c) above, an extension or replacement agreement to this Agreement is executed and the Students’ Union is appointed as Manager pursuant to the provisions of such extension or replacement agreement,

which mechanics are as referenced in Article 34.

“University Allocated Space” means the portion of the MacEwan Building which is available for occupation and use by the University and which is classified as either Non Revenue Generating Space, Revenue Generating Space or Third Party Commercial Space, and which is shown coloured pink on Schedule B-1; and

“University Policies, Operating Standards and Procedures” means all campus-wide regulations, policies, operating standards and procedures as may from time to time be established by the University, and shall include, without limiting the generality of the foregoing, all Campus-Wide Exclusivity Arrangements.

1.2 Interpretation

- (a) Grammatical variations of any terms defined herein shall have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neutral genders;

- (b) The headings and captions contained in this Agreement and the division of this Agreement into separate articles, sections, subsections and paragraphs, the provision of a table of contents thereto, and the insertion of headings are for convenience only and are not intended to limit, extend or be considered in the interpretation of, or the meaning of, this Agreement or any particular part thereof;
- (c) All amounts payable under this Agreement or referenced herein are payable in Canadian dollars and refer to lawful money of Canada; and
- (d) For illustrative purposes, with respect to various Third Party Tenants and other occupants of the MacEwan Building who carry on retail businesses therefrom, the categorization and classification of space occupied by them, the various components of Rent being paid by them (if any), if they are occupying space pursuant to a Campus-Wide Occupation Arrangement, and if they are paying or are deemed to be paying Common Costs of the Food Court for purposes of determining Allocated Recoveries pursuant to Section 17.4, a schedule showing such information effective as of the Execution Date is attached hereto as Schedule F.

1.3 Schedules

The following Schedules are attached to this Agreement and by reference thereto are incorporated herein.

Schedule A	-	Stakeholder Rights Agreement
Schedule B	-	The Plan
Schedule B-1	-	The Categorization Plan
Schedule B-2	-	The Classification Plan
Schedule C	-	The Space Spreadsheet
Schedule D	-	Building Standards
Schedule D-1	-	Caretaking Standards
Schedule D-2	-	Maintenance and Operation Standards
Schedule D-3	-	Loading Dock Standards
Schedule E	-	Existing Students' Union Signage Policies
Schedule E-1	-	Advertising and Signage Guidelines
Schedule E-2	-	Acceptable Display Policy
Schedule E-3	-	Advertising and Signage Guidelines Within Tenant Leaseholds
Schedule F	-	MacEwan Building Tenancy Chart

Part B
Foundational Matters

Article 2
Stakeholder Rights Agreement

2.1 Stakeholder Rights Agreement

The Students' Union and the University acknowledge that they have entered into the Stakeholder Rights Agreement in order to set forth the foundational rights and attendant obligations of the Students' Union in respect of the MacEwan Building and the resultant rights and obligations of the University in respect of the MacEwan Building, a true copy of which is attached hereto as Schedule A.

2.2 Purpose of this Agreement

The Students' Union and the University hereby confirm that the purpose of this Agreement is to achieve the following:

- (a) detailing the rights and obligations of the Students' Union as Manager of the MacEwan Building (so long as it remains the Manager pursuant to the provisions of this Agreement) and the rights and obligations of the University as the owner of the MacEwan Building in respect of such matters that are not specifically or comprehensively dealt with in the Stakeholder Rights Agreement;
- (b) setting forth the mechanics of collection of all Rent payable by Third Party Tenants and amounts payable pursuant to Occupancy Agreements and the distribution thereof to the University and the Students' Union;
- (c) providing details of the rights and obligations of the University and the Students' Union regarding their occupation and use of space in the MacEwan Building as respectively allocated to them pursuant to the Stakeholder Rights Agreement; and
- (d) setting forth the manner in which certain costs incurred in respect of the management and operation of the MacEwan Building shall be shared as between the University and the Students' Union.

2.3 Paramountcy

- (a) It is acknowledged and agreed that:
 - (i) the Stakeholder Rights Agreement is a foundational document between the University and the Students' Union that sets out the rights of the Students' Union in the MacEwan Building and governs the relationship between the University and the Students' Union with respect to the MacEwan Building;
 - (ii) this Agreement is intended to deal with 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 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) the Stakeholder Rights Agreement is a perpetual agreement for the life of the MacEwan Building and that this Agreement has a fixed term; and

- (iv) accordingly, this Agreement is not intended to abrogate the rights of the Students' Union in the MacEwan Building or the foundational principals set forth in the Stakeholder Rights Agreement.
- (b) Given the foregoing, it is intended that the Stakeholder Rights Agreement and this Agreement shall be complementary agreements and there shall be no inconsistencies between them. It is further acknowledged and agreed that:
 - (i) in the event of any inconsistency between the Stakeholder Rights Agreement and this Agreement, this Agreement shall be interpreted so as to be in accordance with the rights of the Students' Union in the MacEwan Building and the foundational principles set forth in the Stakeholder Rights Agreement; and
 - (ii) where there is no inconsistency between the Stakeholder Rights Agreement and this Agreement, the parties shall be bound by the provisions of this Agreement.

Part C MacEwan Building Management

Article 3 Appointment of the Manager and Related Matters

3.1 Appointment of the Manager

In accordance with Section 9 of the Stakeholder Rights Agreement, the University hereby appoints the Manager as its property manager to lease, manage, maintain, operate and administer the MacEwan Building, all on the terms and subject to the conditions set out in this Agreement, but specifically subject to the reservation of rights in favour of the University as set out in Article 14. The Manager accepts such appointment and covenants and agrees with the University that, subject to the terms and conditions hereof, it shall manage the MacEwan Building in a competent, honest, diligent and efficient manner and, without limiting the generality of the foregoing, shall perform its obligations to the Building Standards and in accordance with Building Policies, Operating Standards and Procedures.

3.2 Authority of Manager

The Manager will not do any act or thing with respect to the MacEwan Building, other than in accordance with the terms and conditions of this Agreement, and shall have no authority to bind the University in any manner whatsoever or make or enter into any agreement of any kind or nature on behalf of the University, except specifically in accordance with the provisions of this Agreement or pursuant to written instructions from the University.

3.3 Representations and Warranties of the Manager

The Manager represents and warrants to the University as at the Execution Date, intending that the University rely thereon without further investigation, that:

- (a) it is duly formed organized and validly existing and qualified to do business under the Act;
- (b) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;
- (c) this Agreement has been duly authorized and executed by the Manager and is legally binding upon and enforceable against the Manager in accordance with its terms;

- (d) it has no knowledge of any fact that materially adversely affects or, so far as it can reasonably foresee, might materially adversely affect Its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
- (e) the observance and performance of the terms and conditions of this Agreement does not constitute a breach by it or a default by it under (i) any law of Canada or Alberta including the Act, (ii) its constating documents, or (iii) any agreement to which it is a party;
- (f) it is not a party to or threatened with any litigation and has no knowledge of any claims against it that would materially affect its undertaking or financial condition;
- (g) it is not in breach of the Act or any law or regulation of any Governmental Authority applicable to it or its operations; and
- (h) it has the personnel and expertise to enable it to fully perform its obligations under this Agreement.

3.4 Representations and Warranties of the University

The University represents and warrants to the Manager as at the Execution Date, intending that the Manager rely thereon without further investigation, that:

- (a) it is duly formed, organized and validly existing and qualified to do business under the Act;
- (b) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;
- (c) this Agreement has been duly authorized and executed by the University and is legally binding upon and enforceable against the University in accordance with its terms;
- (d) it has no knowledge of any fact that materially adversely affects or, so far as it can reasonably foresee, might materially adversely affect its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
- (e) the observance and performance of the terms and conditions of this Agreement does not constitute a breach by it or a default by it under (i) any law of Canada or Alberta, including the Act, (ii) its constating documents, or (iii) any agreement to which it is a party;
- (f) it is not a party to or threatened with any litigation and has no knowledge of any claims against it that would materially affect its undertaking or financial condition; and
- (g) it is not in breach of any law or regulation of any Governmental Authority applicable to it or the University Lands.

3.5 Term

The Manager shall commence its duties under this Agreement on the Commencement Date, and shall continue for the balance of the Term, except pursuant to a Manager Replacement Event. There shall be a transition period between the Execution Date and the Commencement Date in order to allow for the orderly transition of management from the University to the Manager as more particularly set forth in Article 34.

3.6 Management Functions to be Performed by the Manager

- (a) the Manager shall, pursuant to the terms and provisions of this Agreement and, vis a vis the University, as an independent contractor, provide the management services as more specifically set forth in Articles 4 through 13 inclusive of this Agreement in accordance with the Building Standards and Building Policies, Operating Standards and Procedures, and failing the existence thereof, to professional standards similar to those of a reasonable and prudent owner of a building or buildings similar in age, quality, location and use to the MacEwan Building.
- (b) the Manager shall hire, pay, supervise and discharge all employees and personnel necessary for the performance of its services hereunder. Except for third party contractors who have entered into a Service Contract directly with the University, such personnel shall in every instance be the employees or independent contractors of the Manager and not of the University. The salaries, wages and other compensation and employment benefits (including without limitation, workers compensation and other insurance, employers and employees taxes and vacation pay) of such employees and personnel shall be paid by the Manager at its sole cost and expense (subject to contribution in accordance with the provisions of Article 17). Additionally, at the expense of the Manager, senior operations personnel of the Manager will oversee the performance of the Manager's obligations under this Agreement and shall provide general supervision, direction and control of the Manager's personnel in accordance with normal and prudent property management practices.

Article 4 Leasing Matters

4.1 Limited Leasing Rights

As owner of the MacEwan Building, the University has leasing rights and obligations in respect of Third Party Tenants and has leasing rights and obligations in respect of all University Allocated Space. The Students' Union has the right to select which Third Party Tenants shall occupy Students' Union Allocated Space as referenced in and qualified by Section 15(a) of the Stakeholders' Rights Agreement. The Manager shall have limited rights and obligations with respect to leasing of space in the MacEwan Building and shall have only the rights and obligations as set forth in this Article 4 and shall have no additional authority or implied authority to deal with any leasing matters unless expressly set forth in this Article 4. The Manager shall have no rights or obligations pursuant to this Article 4 in respect of any Campus-Wide Occupation Arrangement.

4.2 Annual Leasing Plan

The Manager shall be responsible for preparation of a first draft of the Annual Leasing Plan for the remaining portion of the 2018 Lease Year as soon as is practicable after the Execution Date for presentation at the next scheduled JLC meeting, and shall annually thereafter submit such draft to the JLC at least ten (10) days in advance of the JLC meeting scheduled for October in the year prior to commencement of such Lease Year. Such draft shall be consistent with the primary and secondary purposes of the MacEwan Building and its continued operational sustainability as set forth in the Stakeholder Rights Agreement and shall include the following:

- (a) current status of all Third Party Commercial Space, including the remaining term for existing Third Party Leases and details of any vacancies;
- (b) based upon input from the Students' Union in respect of Third Party Leases in Students' Union Allocated Space and based on input from the University in respect of Third Party

Leases in University Allocated Space, recommended use categories for new Third Party Leases of existing vacant space or space anticipated to become vacant, having regard to continued operational sustainability in accordance with the Stakeholder Rights Agreement;

- (c) estimated time to lease up any vacant space;
- (d) the range of Basic Rent rates (inclusive of Percentage Rent Rates where applicable), to be charged for Third Party Commercial Space during the ensuing Lease Year;
- (e) the Consumables rate and Occupancy Costs rate (which include Consumables) as set by the University for the ensuing Lease Year;
- (f) any changes to the Promotion Fund contribution payable by Third Party Tenants, any changes to the amount to be collected as Common Costs of the Food Court from Third Party Food Court Tenants and any change to the Management Fee payable by Third Party Tenants;
- (g) the maximum amount of any tenant inducements, abatements and free rent that should be made available to attract Third Party Tenants to vacant space;
- (h) any suggested changes to the University's standard form of lease for Third Party Leases, it being acknowledged that either the Manager or the Students' Union may put forward any suggested changes to the University's standard form lease to the JLC, and that while such suggested changes as well as changes made by the University pursuant to Section 4.5 may be reviewed and discussed at the JLC, the final decision as to any changes to the standard form Third Party Lease shall rest with the University and any dispute as to such a change is not a dispute capable of being arbitrated pursuant to Section 17 of the Stakeholder Rights Agreement; and
- (i) any changes to the hours of operation of the MacEwan Building, it being acknowledged that such hours of operation as at the Commencement Date are a minimum of 10 a.m. to 6 p.m. and a maximum of 5 a.m. to 11 p.m., and any changes to the days when the MacEwan Building is closed to public access (which, as of the Execution Date, is only the days set by the University as being the "Christmas break").

Once presented to the University, the draft Annual Leasing Plan shall be reviewed and discussed at the next JLC meeting. Once the draft Annual Leasing Plan has been approved by the JLC, then it shall become the Annual Leasing Plan for the ensuing Lease Year. Where there is no agreement on the Draft Annual Leasing Plan at the JLC, then the then current Annual Leasing Plan (if one exists) shall continue in effect. A dispute as to the contents of the Annual Leasing Plan and in particular, the acceptability of a proposed Third Party Tenant or the nature or type of business to be carried on by such proposed Third Party Tenant shall be resolved in accordance with the dispute resolution mechanism set forth in Section 17 of the Stakeholder Rights Agreement, with the exception only of a dispute relating to a change to the University's standard form lease agreement and those matters referenced in Section 11(f) of the Stakeholder Rights Agreement that are not capable of being arbitrated pursuant to Section 17 of the Stakeholder Rights Agreement.

4.3 Negotiation of Basic Business Terms of Leases

Where a new Third Party Tenant has been located to lease any vacant Third Party Commercial Space or where an existing Third Party Tenant desires to extend or renew the terms of its lease, and where the Manager is the Students' Union, the Manager shall be entitled to negotiate with such new Third Party Tenant or existing Third Party Tenant with respect to the basic business

terms of such new lease agreement or extension or renewal agreement, as the case may be, and once those negotiations are finalized, the Manager shall provide a report as to such basic business terms to the University on a report form to be developed by the University and delivered to the Manager, and which form may be amended from time to time by the University after obtaining input from the Manager in respect of such amendments. The University shall approve such basic business terms provided that they are all consistent with the then current Annual Leasing Plan. If the proposed basic business terms are outside of the parameters as set forth in the then current Annual Leasing Plan, then the University shall have the right to approve of such basic business terms so long as such approval is in compliance with Section 15 of the Stakeholder Rights Agreement. Approval of a new Third Party Tenant and the nature of its business shall be dealt with in accordance with Section 15 of the Stakeholder Rights Agreement.

4.4 Finalization of Formal Agreements

The Manager acknowledges that upon acceptance of the basic business terms of a new Third Party Lease or a Third Party Lease extension or renewal, it shall finalize the new Third Party Lease or the extension, renewal or amending agreement, as the case may be, on the current standard form of such document and shall reflect the basic business terms and shall provide a copy thereof to the University for its review. In the event that the Third Party Tenant desires any material change to the then current standard form of the applicable lease document, then the Manager shall refer the finalization of such material changes to the University. The Manager may continue to negotiate basic business terms with the Third Party Tenant while the University is negotiating any material changes to the then current standard form for such Third Party Tenant. Once the basic business terms and any material changes have been fully negotiated, the University shall complete the drafting of the Third Party Lease, renewal agreement or extension agreement, as the case may be, using its then current standard form of such agreement, subject to any material changes as may be negotiated between the University and the Third Party Tenant, and once such drafting is completed, the University shall forward same to the Manager to arrange for execution thereof by the Third Party Tenant.

Where the University prepares any documentation relating to a Third Party Lease and the Third Party Tenant is responsible for paying for the cost of preparation of such documentation, the University shall be entitled to collect such costs from the Third Party Tenant.

4.5 Amendments to Standard Form Documentation

The University may amend its standard form lease documentation, including new Third Party Leases, renewal agreements and extensions agreements when and in the manner deemed appropriate by the University to do so, subject to consideration of any suggested changes to such standard form by the JLC in the course of finalization of the Annual Leasing Plan pursuant to Section 4.2(h). When the University makes a change to any such documentation outside of the approval process of the Annual Leasing Plan, the University shall so notify the Manager and the Students' Union.

4.6 Execution of Formal Documentation

Third Party Leases, renewal agreements and extension agreements with respect to Third Party Commercial Space shall be executed in a timely manner by the University as owner of the MacEwan Building and as landlord, and by the Manager as manager of the MacEwan Building.

4.7 Common Space Bookings

Notwithstanding the foregoing, the University and the Manager acknowledge that the Students' Union will be responsible for all bookings of Common Space and tables in the MacEwan Building pursuant to Article 23, but that in conjunction therewith, the Manager shall have an overriding

obligation to ensure that any such bookings of Common Space have appropriate regard to health, safety and risk concerns, and the rights of other tenants and occupants of the MacEwan Building.

4.8 Occupancy Arrangements

It is acknowledged that:

- (a) The Manager shall have no rights or obligations with respect to the creation, approval or execution of any Occupancy Agreement in respect of Non-Revenue Generating Space or Revenue Generating Space, or of any Third Party Lease in respect of Third Party Commercial Space within University Allocated Space; and
- (b) The University shall have no rights or obligations with respect to the creation, approval or execution of any Occupancy Agreement in respect of Non-Revenue Generating Space or Revenue Generating Space within Students' Union Allocated Space.

Article 5 Service Contracts

5.1 Manager's Authority re Service Contracts

Except in circumstances where a Service Contract would affect Structural Components or Base Building Systems, the Manager shall be solely responsible for arranging, negotiating and executing all Service Contracts required in conjunction with the operation of the MacEwan Building. Transitional issues in respect of Service Contracts in existence as at the Execution Date shall be dealt with in accordance with Article 34 hereof. Any such Service Contracts that do affect Structural Components or Base Building Systems shall either be entered into directly with the University or, if the Service Contract is to be entered into with the Manager, it shall require the prior written approval of the University, which approval rights shall be in the University's sole but reasonable discretion. The University shall provide information in respect of Service Contracts that it has entered into directly with contractors that relate to Structural Components or Base Building Systems in such detail as is reasonably necessary to allow the Manager to perform its obligations under this Agreement. All Service Contracts for the provision of Consumables are the responsibility of the University.

5.2 Approved Contractors

Service Contracts to be entered into by the Manager shall be with University preferred vendors and shall comply with Campus-Wide Exclusivity Arrangements, unless the University agrees that a specific Service Contract is exempt from these requirements.

5.3 Contract Parameters

Service Contracts entered into by the Manager will not have a term that exceeds three (3) years and, except where the University is the Manager pursuant to a Manager Replacement Event, must be terminable on 60 days prior written notice.

5.4 Emergency Situations

The Manager acknowledges that the protocol for dealing with emergency situations is included in Section 10.9(m) and that the role of the Manager thereunder is mostly a co-ordination role and that the University is responsible for the implementation of remedial action. If, however, in the course of complying with its obligations pursuant to Section 10.9(m), the Manager desires to enter into a Service Contract, then notwithstanding the foregoing provisions of this Article 5, where there is an emergency situation, and where the Manager is otherwise required to obtain

the approval of the University to a Service Contract, and the Manager cannot, after reasonable efforts in the circumstances, locate a representative of the University for the purposes of obtaining the required approval to proceed, then the Manager is hereby authorized to proceed to enter into a Service Contract(s) as in its discretion it deems necessary, acting reasonably, for the protection or preservation of the MacEwan Building, or to protect the University or the Manager, as the case may be, or from any penalty or other liability. Upon the occurrence of any such event, the Manager shall promptly give written notice thereof to the Risk Management and Insurance Department of the University describing the emergency, the Service Contract entered into by the Manager and the cost of such Service Contract, and, where applicable, shall provide the Risk Management and Insurance Department of the University with a copy of such Service Contract. The University shall, prior to the Commencement Date, provide to the Manager contact information of applicable individuals within the Risk Management and Insurance Department, which contact information shall be updated as necessary throughout the Term.

5.5 Liability re Service Contracts

Where the Manager has entered into a Service Contract in its own name pursuant to the provisions of Section 5.1, the Manager shall be responsible for all payments due pursuant to such Service Contract without any obligation on the part of the University to reimburse the Manager for any such costs, except as set forth in Article 17, or except as otherwise explicitly set forth in this Agreement. Where the University has entered into Service Contracts for Consumables or in respect of work that affects Structural Components or Base Building Systems, the University shall be solely responsible for payment of any such Service Contracts, except as otherwise explicitly set forth in this Agreement. Notwithstanding the foregoing, it is acknowledged that there may be Service Contracts which impact both matters for which the Manager is responsible and matters for which the University is responsible. In such circumstances, the parties shall mutually determine a reasonable allocation of the cost of such a Service Contract, failing which the matter shall be referred to the JLC for review and determination.

5.6 Waste Management

The parties acknowledge that the University currently handles waste management in respect of the MacEwan Building pursuant to a campus-wide program involving a third party contractor and this program and such third party contract will continue from and after the Commencement Date. Accordingly, the Manager shall have no obligation to deal with waste once waste has reached the receptacles located in the Main Loading Dock. Where necessary, the Manager shall be entitled to deal with the third party contractor providing waste management services in respect of matters relating to the co-ordination of waste removal in special circumstances

It is further acknowledged that by the Commencement Date, it is intended that the cost of waste management services shall no longer be included as a component of the line item for municipal services in the Occupancy Rates Index, the cost of the provision of the aforesaid waste management services (inclusive of the third party contract as applicable to the MacEwan Building) and any charges payable to the City of Calgary or any other Governmental Authority in respect of waste management shall be included as a separate Consumables line item in the Occupancy Rates Index and shall be treated as a Consumable for all purposes of this Agreement.

Article 6 Tenant Liaison

6.1 Notices to Tenants and Occupants

The Manager shall be responsible for the giving of all notices and statements required to be sent to Third Party Tenants within Students' Union Allocated Space under their respective Third Party

Lease and for the giving of notices that affect all occupants of the MacEwan Building and that are necessary to the administration and good management of the MacEwan Building.

6.2 Collection of Rent

The Manager shall collect all Rent to be paid by the Third Party Tenants of Students' Union Allocated Space, as applicable, and shall deal with all amounts so received in accordance with the provisions of this Agreement. The University shall collect all Rent to be paid by Third Party Tenants of University Allocated Space, inclusive of Campus-Wide Tenants. Where the University collects any Management Fee from a Third Party Tenant or any Common Costs of the Food Court from a Third Party Food Court Tenant within University Allocated Space, it shall pay such amount to the Manager and the Manager shall deal with such amount in accordance with the provisions of this Section 6.2. The Manager shall not be responsible for the collection of any revenue from bookings of Common Space and tables therein as the Students' Union is responsible for same in accordance with the provisions of Article 23.

The following provisions shall govern the obligations of the Manager with respect to the collection of the foregoing amounts:

- (a) the Manager shall establish a segregated rental account (the "**Rental Account**") in the name of the Manager and all signatories on such bank account shall be designates of the Manager. All Rent received as aforesaid shall be deposited into the Rental Account;
- (b) the Manager shall pay over to the University all Consumables and Occupancy Costs collected by the Manager on a monthly basis and shall make such payment from the Rental Account on or before the 25th day of the month in which such amounts were collected;
- (c) the Manager shall pay over to the Students' Union any Basic Rent and Percentage Rent collected by the Manager from Third Party Tenants within Students' Union Allocated Space and shall make such payment from the Rental Account on the 25th day of the month during which such amounts were collected;
- (d) the Manager shall be entitled to retain any Management Fees collected by the Manager from Third Party Tenants for its own use (or may forward same to the Students' Union in its discretion), but subject to the provisions of Section 17.4;
- (e) the Manager shall be entitled to retain any Common Costs of the Food Court for its own use, but subject to the provisions of Section 17.4;
- (f) the Manager shall be entitled to retain any funds received from a Third Party Tenant or any occupant of other space in the MacEwan Building which is an Additional Service to such Third Party Tenant or other occupant;
- (g) the Manager and University agree that the Manager shall perform services in Non-Revenue Generating Space and Revenue Generating Space within the University Allocated Space (such as Caretaking Services and Repairs and Maintenance), and it is acknowledged that the compensation to the Manager for the performance of such services shall be dealt with in accordance with Article 17; and
- (h) it is acknowledged that a charge shall be levied by the Manager for the use of the Loading Docks and it is agreed that the Manager may retain such charges received from those using the Loading Docks, but that such charges are included as an Allocated Recovery pursuant to Section 17.4.

6.3 Rental Arrears

The Manager shall use its reasonable and prudent efforts by demand for payment to collect any amounts which are in arrears from any Third Party Tenant other than a Campus-Wide Tenant with all possible dispatch and shall use such efforts to obtain payment of such amounts which are due without suit or resort to an action or any other legal or equitable remedies available to a landlord. The Manager may, in compliance with the provisions of Sections 6.4 and 6.5, institute a suit or take advantage of such remedies only where, in the opinion of the Manager, other reasonable steps have failed to or will not achieve satisfactory results. The University shall be responsible for dealing with any Campus-Wide Tenant that is in arrears.

The Manager shall notify the University whenever a Third Party Tenant is more than ten (10) days in arrears of payment of Rent and shall provide to the University a quarterly accounts receivable report. The Manager shall also notify the University if a Third Party Tenant is habitually or repeatedly in default, even if such Third Party Tenant continuously rectifies such defaults. A breach by the Manager of its notification obligations in this Section 6.3 is specifically acknowledged to be a Default of the Manager in accordance with Section 18.1(b).

The effect of any arrears of Rent owing by a Third Party Tenant shall be borne by the parties entitled to receive the various components of Rent as set forth in Sections 6.2(a) through (e), inclusive, from such a Third Party Tenant on a proportional share basis.

6.4 Manager's Right to Commence an Action

Failing payment by a Third Party Tenant after demand or failing the rectification of a non-monetary breach after expiry of any applicable cure period, or in any case where the Manager is of the reasonable opinion that a Third Party Tenant may abscond, the Manager shall, with the consent of the University, commence and prosecute any action or take action to obtain any legal or equitable remedies available to the University for the recovery of Rent or other amounts owing and unpaid and the Manager may, with the University's consent, settle, compromise or discontinue any such proceedings and/or cause entry to be made and/or recover by distress all sums of money owing which arise from non-payment of Rent or other monies payable to the University under any Third Party Lease. Any such action or other legal or equitable proceedings shall be commenced in the name of the Manager unless the University determines to be named as the plaintiff or applicant in such action or proceeding. Notwithstanding that the action is commenced in the name of the Manager, the University shall at all times have the right (but not the obligation) to direct the course of any action, proceedings or remedies taken under this Section 6.4, including retaining counsel, provided that in such event the Manager shall have no responsibility for any prejudicial effect of such directions.

When an action is brought against both the Manager and the University in respect of the MacEwan Building or any Third Party Lease or Occupancy Agreement, they shall jointly determine the manner in which such defence shall be conducted (recognizing that one such option may be that each party shall separately defend such action). In the event of a failure to agree on the manner in which to conduct such defence, then each of the University and the Students' Union shall be required to separately defend such action. When an action is brought against only the Manager or the University, then such party shall be entitled to defend such action in a manner that it determines in its discretion, but shall keep the other party apprised as to the ongoing status of such action. Notwithstanding the foregoing, when the insurer of either the University or the Manager has agreed to defend any such action pursuant to the insurance coverage as contemplated in Sections 15.1 and 15.3, as the case may be, then such insurer shall have the right to determine the manner in which the action shall be defended, inclusive of the choice of counsel.

Where the Manager desires to commence an action against a Third Party Tenant to recover arrears of Rent or to terminate a Third Party Lease by reason of a tenant default thereunder, and

the University does not grant its consent to commence such an action, or if the University commences such an action in its own name but does not pursue the action in the manner desired by the Manager, an emergency meeting of the JLC shall be called to discuss the dispute and the consequences of not commencing or diligently pursuing such an action and if such dispute cannot be resolved at the JLC, then the issue of compensation to the Manager for the loss of rental revenue pursuant to such Third Party Lease shall proceed to arbitration in accordance with Section 17 of the Stakeholder Rights Agreement.

The costs of any Rent collection that are not ultimately recovered from the applicable Third Party Tenant shall be applied in reduction of the various components of Rent paid by such Third Party Tenant as set forth in Sections 6.2(a) through (e), inclusive, on a proportionate share basis.

The rights and obligations of the Manager pursuant to this Section 6.4 shall not apply to a Campus-Wide Tenant.

6.5 University May Direct Commencement of Action

Upon direction in writing from the University and at the University's expense, the Manager shall promptly direct the commencement of whatever legal or equitable action is available to the University under any Third Party Lease or Occupancy Agreement, whether as plaintiff or defendant.

6.6 Manager to Ensure Compliance with Landlord Obligations

Except with respect to those Third Party Tenants pursuant to Campus-Wide Occupation Arrangements, the Manager shall do or cause to be done all such things which are necessary to ensure compliance by Third Party Tenants with all the terms and conditions of their respective Third Party Lease and if any monies are required to be provided by the University in connection therewith, the Manager shall, before taking any action hereunder, obtain the University's consent to such action. The Manager shall also be responsible for ensuring that third party occupants of Non-Revenue Generating Space and Revenue Generating Space comply with Building Standards and Building Policies, Operating Standards and Procedures.

The Manager shall notify the University of any breach by a Third Party Tenant or other occupant of the foregoing or other non-monetary breach of its Third Party Lease or Occupancy Agreement, as the case may be, and if such breach remains unremedied after any applicable cure period, then the University shall have the option, exercisable on notice to the Manager, to direct that the Manager deal with such defaulting Third Party Tenant or other occupant or to itself deal with such defaulting Third Party Tenant or other occupant, and the provisions of Section 6.4 shall apply, as applicable, to any action commenced in respect of any such default.

6.7 Tenant Surveys

The Manager shall be responsible to organize annual surveys of Third Party Tenants on a form to be approved by the JLC and shall provide such survey results to the JLC on or before the date of delivery of the annual reporting contemplated in Article 7. Upon written request, each of the Students' Union and the University can require that non-Third Party Tenants who are in occupancy of Non-Revenue Generating Space or Revenue Generating Space in their respective Allocated Space, be included in such survey.

6.8 Tenant Liaison

The Manager shall have the right and responsibility to liaise with all Third Party Tenants with the exception of any Campus-Wide Tenant where the Manager shall communicate with the Director of Ancillary Services of the University, who in turn will communicate with such Campus-Wide

Tenant. If a Third Party Tenant approaches the University with an issue in respect of its Third Party Lease, the University shall direct the questions or issue to the Manager for resolution. Third Party Tenants shall be notified that this protocol shall be effective as of the Commencement Date.

The Manager shall have the responsibility to deal with all service issues in the MacEwan Building and shall be directly responsible for resolving issues with the services required to be provided by the Manager under this Agreement. When an issue relates to a Structural Component or Base Buildings Systems, the University shall cooperate with the Manager in resolving such an issue, but the University shall be ultimately responsible for resolving issues that relate solely to services that are obligated to be provided by the University under this Agreement. Where a Third Party Tenant alleges that a service issue is unresolved, regardless of whether such issue arises from a service which is a University responsibility or a Manager responsibility, such issue shall be referred to the JLC for direction as to resolution with a view to maintaining good relations with Third Party Tenants.

6.9 Tenant Committees

There shall be a separate tenant committee for Third Party Tenants operating commercial businesses in the food court (inclusive of Tim Horton's and Starbucks), and a second committee for those Third Party Tenants carrying on the business of retail sales outside of the food court. By invitation (as determined at the JLC), occupants of Revenue-Generating Space may be invited to meetings of the second committee. The tenant committee meetings for 2018 shall be held in June and December and shall be held semi-annually thereafter in June and December of each subsequent year, unless the Manager and University mutually agree to alter such schedule or if the matter is put to the JLC for determination.

At the first meeting of the JLC, the JLC shall determine the initial set-up of each such tenants committee including who has representation on the committee, the number of nominees from each body, terms of reference of such committee and changes to the frequency of the meetings. The JLC shall annually review the tenant committee set-up and terms of reference. The University and the Manager agree that on a conceptual basis, there should be a limit to the number of "representatives" on each committee. A nominee of the Manager shall chair each of the committees. The Manager may request that a representative from the Facilities Department of the University attend each meeting but if such a representative is not required at such meeting, a status report on Structural Components and Base Building Systems shall be provided by the University to the Manager for reporting at each such meeting. The Manager shall set the agenda for each committee meeting.

Article 7 Budgets and Reporting

7.1 Annual Budget

The parties acknowledge that as a result of differing year ends, it is not appropriate that an Annual Budget be prepared for the Lease Year and that they have agreed that the fiscal period for purposes of budgeting and financial reporting (the "**Fiscal Year**") be equivalent to the fiscal year of the Students' Union (namely, July 1 to June 30). Accordingly, the Manager shall be required to prepare the first draft of an Annual Budget which shall be based on the then current Annual Leasing Plan and shall be in a format approved by the JLC and which Annual Budget shall set forth the cost of Caretaking Services as contemplated in Article 9 hereof and the cost of all Repairs and Maintenance anticipated to be completed during the next Fiscal Year as contemplated in Article 10 hereof. A draft of the Annual Budget shall be presented to the JLC at least ten (10) days in advance of the April JLC meeting for discussion and for a recommendation for approval by the JLC of such draft Annual Budget at such April meeting of the JLC. The draft Annual Budget shall be an approved Annual Budget only when it has received formal approval by

both the University and the Students' Union in accordance with their respective internal by-laws and governance policies. The stub period between the Commencement Date and June 30, 2018 will be dealt with in accordance with the Transition Arrangements to be established in accordance with Article 34.

Where any variances to an Annual Budget occur during any Fiscal Year, such variances shall be reviewed by the JLC. The parties acknowledge that they shall not attempt to make adjustments at the end of such Fiscal Year to reflect such variances to the Annual Budget, but any such variances shall be taken into account in recommending approval of the Annual Budget for the ensuing Fiscal Year.

7.2 Quarterly Financial Reporting

The Manager shall provide quarterly MacEwan Building specific financial statements to the JLC within thirty (30) days of the end of each financial quarter in a Fiscal Year. Such financial reporting shall be at a level of detail as determined by the JLC.

7.3 Annual Financing Reporting

The Manager shall provide year end MacEwan Building specific financial statements to the JLC within one hundred twenty (120) days of the end of each Fiscal Year. Such annual financial statements shall be reviewed by the MacEwan Building Auditors pursuant to an independent auditor's report on the statement of operations in respect of MacEwan Building operations.

7.4 Periodic and Annual Operations Reporting

In addition to financial reporting, the Manager shall also be responsible for providing a report on the operation of the MacEwan Building. Such operational reporting shall be by way of a verbal report to the JLC at its regularly scheduled meetings and annually, in conjunction with the delivery of the annual financial statements, the Manager shall deliver a formal written operations report to the JLC in respect of the recently completed Fiscal Year. The JLC shall determine the level of detail that it requires in respect of such formal operations report.

Article 8 Compliance With Building Standards and Inspections

8.1 Building Standards

The following are the current Building Standards in existence as at the Effective Date and are each appended in Schedule D:

- (a) Caretaking standards;
- (b) Maintenance and operations standards; and
- (c) Loading Dock standards.

In operating the MacEwan Building, the Manager shall comply in all respects with the Building Standards unless such compliance is outside of the control of the Manager. If outside of the Manager's control and within the control of the University, then the University shall be responsible for compliance with such Building Standards.

Either the Manager or the Students' Union shall be entitled to suggest amendments or additions to any Building Standard, and any such suggestion shall be discussed at the JLC, but the final decision as to any changes to any Building Standard shall rest with the University and any

dispute as to such a change is not a dispute capable of being arbitrated pursuant to Section 17 of the Stakeholder Rights Agreement. Any amendments to the Building Standards in effect as at the Execution Date made by the University shall be forwarded to each of the Manager and the Students' Union.

In addition, the Manager shall comply with all laws, by-laws, regulations, codes (including building codes and life safety codes) that have been enacted by any Governmental Authority having jurisdiction in respect of the MacEwan Building.

8.2 Building Policies, Operating Standards and Procedures

The Manager shall comply with all Building Policies, Operating Standards and Procedures and shall use reasonable commercial efforts to ensure that all Third Party Tenants and occupants of Non-Revenue Generating Space and Revenue Generating Space comply with such Building University Policies, Operating Standards and Procedures.

8.3 Manager's Right of Inspection

The Manager shall have a right to inspect all portions of the MacEwan Building in an emergency situation with the exception of the offices of Campus Security and Base Building Space where the Manager must be invited to do so by Campus Security. In a non-emergency situation, the Manager shall have no right of inspection of the offices of Campus Security nor of any Base Building Space or University Allocated Space unless the Manager provides a minimum of 24 hours' notice of a desired inspection, the University agrees to such inspection and the Manager's representative is accompanied by a representative of the University if so required by the University, but the Manager shall have the right to inspect all other portions of the MacEwan Building. The foregoing shall be subject to the right of access by the Manager where it has the obligation to provide Caretaking Services to any such areas in accordance with Article 9, or has the obligation to complete Repairs and Maintenance to any such areas in accordance with Article 10. The Manager shall comply with all notice requirements of any Third Party Lease or Occupancy Agreement when inspecting space leased or occupied pursuant thereto, and in the case of a Campus-Wide Tenant, shall comply with the liaison protocol set forth in Section 6.8.

8.4 University's Right of Inspection

The University (and specifically Campus Security) shall have the right of access to all portions of the MacEwan Building in an emergency situation. The University shall also have the right to inspect any portion of the MacEwan Building in order to audit compliance with Building Standards and with all Building Policies, Operating Standards and Procedures (subject always, with respect to Third Party Tenants, to compliance with notice requirements set forth in their respective Third Party Leases), and agrees that it shall conduct and document such an inspection on a monthly basis. The University and its insurers (or their representatives) shall have the right of access to all portions of the MacEwan Building for insurance inspection purposes. Where the University intends to make an inspection of all or any portion of the Non-Revenue Generating Space or Revenue Generating Space within the Students' Union Allocated Space (other than a regularly scheduled inspection), then the University shall provide a minimum of 24 hours prior notice of such inspection to the Students' Union and the Students' Union may require that such inspection be made in the company of a representative of the Manager or the Students' Union. Should the University conclude that one or more Building Standards are not being complied with by the Students' Union, the University shall be entitled to so notify both the Students' Union and the Manager. If, after such notice, the issue has not been resolved, then the University shall be entitled to raise the issue at the next meeting of the JLC.

Article 9 Caretaking Services

9.1 Manager's Responsibilities

The Manager shall be responsible for providing Caretaking Services to all space within the MacEwan Building (including, without limitation, in compliance with the requirements of Section 9.4 and in compliance with all applicable Building Standards and Building Policies, Operating Standards and Procedures and specifically, the Caretaking Standards component of Building Standards) with the exception only of the following:

- (a) Third Party Tenants may be responsible for the provision of Caretaking Services within their respective leased premises in accordance with their respective Third Party Lease and other occupants of the MacEwan Building may be responsible for the provision of Caretaking Services within their respective occupied premises in accordance with their respective Occupancy Agreement. In these circumstances, the Manager shall not be responsible for the provision of Caretaking Services within such leased or occupied premises but shall be required to inspect and monitor the manner in which such Third Party Tenants and other occupants clean and maintain their respective premises. On inspecting such premises, the Manager shall provide such notice as may be required pursuant to the applicable Third Party Lease or Occupancy Agreement, and in the case of a Campus-Wide Tenant, in accordance with the requirements of Section 6.8;
- (b) the University shall be responsible for Caretaking Services in respect of the exterior of all perimeter windows;
- (c) the University shall be responsible for Caretaking Services within all Base Building Space with the exception of elevators, washrooms, mop rooms, interior staircases and stairwells, interior perimeter windows and interior and exterior doors, for which the Manager shall provide Caretaking Services notwithstanding that these specific areas are within Base Building Space;
- (d) the University shall be responsible for cleaning all grease traps and those commercial exhaust fans that accumulate grease, as more particularly set forth in Section 10.7; and
- (e) where the Manager is no longer the Students' Union by reason of a Manager Replacement Event, the Students' Union shall, unless otherwise mutually agreed, assume the obligation to provide Caretaking Services to Students' Union Allocated Space and space leased to Third Party Tenants therein, in accordance with the Transitional Arrangements.

Further, the provision of Caretaking Services to the Loading Docks shall be specifically dealt with in accordance with Article 11.

9.2 Base Building Space

To the extent that the Manager is responsible for the provision of Caretaking Services to Base Building Space, the University shall ensure that the Manager has access to all such components of Base Building Space so as to allow the Manager to properly carry out its obligations in respect of the provision of Caretaking Services thereto, except in circumstances where the University temporarily requires exclusive use of a portion of Base Building Space for purposes of preventative maintenance, Repairs and Maintenance or any other valid purpose, it being acknowledged by the University that in the specific circumstance of the Repairs and Maintenance to be effected by the University pursuant to Section 10.9(m), notice of such Repairs and Maintenance work is required to be provided to the Manager. Except in emergency situations,

the University shall provide a minimum of 24 hours advance notice to the Manager when it requires such temporary exclusive use to a portion of Base Building Space in order to minimize the impact that such requirement of temporary exclusive use may have on normal operations and activities within the MacEwan Building, including the normal provision of Caretaking Services to such areas by the Manager.

9.3 Budget for Caretaking Services

An annual budget for Caretaking Services will be prepared by the Manager and incorporated into the Annual Budget to be presented to the JLC for its review and recommendation for approval in accordance with Section 7.1. Once such Annual Budget has been recommended for approval by the JLC and formally approved by both of the University and the Students' Union in accordance with their respective internal bylaws and governance policies, then the budget for Caretaking Services imbedded in such Annual Budget shall apply for the ensuing Fiscal Year unless any additional costs for Caretaking Services are approved at the JLC. The final calculation of the cost of Caretaking Services in each Fiscal Year and the payment of invoices for such costs shall be dealt with in accordance with the provisions of Article 17.

9.4 Sustainable Campus Compliance

The Manager, the Students' Union and the University acknowledge that the University is attempting to establish the University of Calgary as a leading sustainable university campus in Canada. As a result, the Manager covenants and agrees to comply with the following:

- (a) the Manager and any of its contractors shall be immediately required to utilize Green Guard Certified Products from and after the Commencement Date;
- (b) in the unlikely event that a Green Guard Certified Product currently being used in the MacEwan Building does not meet Alberta Health Services "how to mix an approved sanitizing solution" standard, then alternative "eco-friendly" / "Green Globe" products that meet both the University and Alberta Health Services standards shall be used in replacement thereof. The University acknowledges that Third Party Leases currently in existence do not require that the Third Party Tenants use a Green Guard Certified Product or their equivalent; and
- (c) Either the Manager, or the Manager's contractors (where Caretaking Services are being contracted by the Manager to a third party) shall be required to qualify for CIMS GB status by the second anniversary of the Commencement Date, to maintain such status throughout the balance of the Term, and to provide annual reports to CIMS GB, or more frequently if so required by CIMS GB, and to allow for an inspection by representatives of CIMS GB (the current frequency of which inspections is once every three years). If requested by the Manager, the University agrees to assist in the training of employees or contractors in order to qualify them for CIMS GB status at no cost to the Manager (provided that the Manager shall be responsible for payment of any costs required to be paid to CIMS GB in order to obtain the SIMS GB status and to continue to maintain such status).

9.5 Cost of Caretaking Services

The costs incurred by the Manager in the provision of Caretaking Services pursuant to this Article 9 and the costs incurred by the University in the provision of Caretaking Services pursuant to this Article 9 shall be allocated in accordance with the provisions of Article 17.

Should either the University or the Students' Union desire to effect Caretaking Services to their respective Allocated Space that exceeds the service levels contemplated in the Caretaking

Standards component of Building Standards, then such party shall disclose such desire to the JLC in order that the parties are aware that such service levels will be exceeded and such party shall be solely responsible for the incremental cost of exceeding such service levels, it being the intention that only such Caretaking Services costs that meet such service level standards are to be included as Allocated Costs for the purposes of Section 17.3(a).

Article 10 Repairs and Maintenance

10.1 Emergency Situations

The Manager and the University shall notify each other as soon as is reasonably practicable of any emergency occurring in the MacEwan Building. In circumstances where the Manager is to provide notice to the University of an emergency situation, it shall first do so through Campus Security. In circumstances where the University is to notify the Manager, it shall do so either through Campus Security or the Risk Management and Insurance Department of the University. In such an emergency situation, the rights and obligations of each of the Manager and the University are as set out in Section 10.9(m).

10.2 Third Party Commercial Space

With the exception of space leased pursuant to Campus-Wide Occupation Agreements, the Manager shall be responsible for the provision of all Repairs and Maintenance to Third Party Commercial Space unless pursuant to the applicable Third Party Lease, the Third Party Tenant is responsible therefor. Any such Repairs and Maintenance effected by the Manager to space leased to Third Party Tenants shall be completed in accordance with the terms of the applicable Third Party Lease and, where applicable, shall be completed in accordance with Building Standards, and in particular, the Maintenance and Operations component thereof. Where any such Third Party Tenant is responsible for its own Repairs and Maintenance, the Manager shall have the authority to liaise with such Third Party Tenant to ensure that Repairs and Maintenance performed by such Third Party Tenants are completed in accordance with Building Standards and in particular the Maintenance and Operations component thereof.

10.3 University Non-Revenue Generating Space and Revenue Generating Space

The Manager shall be responsible for the provision of Repairs and Maintenance to Non-Revenue Generating Space and Revenue Generating Space within University Allocated Space.

10.4 Students' Union Non-Revenue Generating Space and Revenue Generating Space

The Manager shall be responsible for the provision of Repairs and Maintenance to Non-Revenue Generating Space and Revenue Generating Space within Students' Union Allocated Space. Where, however, the Manager is no longer the Students' Union by reason of Manager Replacement Event, the Students' Union shall, unless otherwise mutually agreed, assume the obligations to provide Repairs and Maintenance to Students' Union Allocated Space including, where applicable, space leased to Third Party Tenants, all in accordance with the Transition Arrangements.

10.5 Common Space

The Manager shall be responsible for the provision of Repairs and Maintenance to Common Space. Notwithstanding the foregoing, to the extent that Repairs and Maintenance are desired to be made to Common Space that affect the Structural Components or Base Building Systems of the MacEwan Building, the University shall have the overriding right to conduct such Repairs and Maintenance, in which event, the costs incurred by the University in completing such Repairs and

Maintenance shall be reasonably apportioned as to the costs associated with Structural Components and Base Building Systems which shall be borne solely by the University and costs associated with the Common Space which shall be allocated in accordance with the provisions of Article 17.

10.6 Base Building Space, Structural Components and Base Building Systems

The University shall be solely responsible for the provision of Repairs and Maintenance to Base Building Space, Structural Components and Base Building Systems and shall be solely responsible for the costs thereof unless funding from the Capital Depreciation Fund is used to pay for all or a portion of such Repairs and Maintenance. Without limiting the generality of the foregoing, the University shall flush the sanitary sewer lines within the MacEwan Building at least once a year, and more frequently as necessary. The University shall effect such Repairs and Maintenance generally in accordance with its internal standards and practices in respect of deferred maintenance, it being acknowledged that the University intends to effect such Repairs and Maintenance in accordance with the principles set forth in Section 10.9(n).

10.7 Grease Traps and Exhaust Fans

As referenced in Section 9.1(d) and notwithstanding anything set forth in Article 9 and Article 10, the University will be responsible for cleaning all grease traps and commercial exhaust fans that accumulate grease throughout the MacEwan Building as the cleaning of such grease traps and commercial exhaust fans that accumulate grease is considered by the University to be a health and life safety component of the operation of the MacEwan Building. The Manager and the Students' Union acknowledge that this shall be a requirement throughout the MacEwan Building and shall apply to all grease traps and all commercial exhaust fans that have the potential of accumulating grease, including those located in Students' Union Allocated Space. The University shall provide notice to the Manager whenever it intends to clean any grease trap or commercial exhaust fans in the MacEwan Building, which notice shall be provided a minimum of 24 hours in advance and is intended to minimize the impact that such cleaning may have on operations and activities within the MacEwan Building. Where a grease trap or commercial exhaust fan is located in premises occupied by a Third Party Tenant, then the cost of cleaning shall be borne by such Third Party Tenant as an Additional Service. The University shall be entitled to prepare an invoice directly to such Third Party Tenant, which invoice shall be sent to the Manager for delivery to such Third Party Tenant. However, where a Third Party Lease does not allow for such direct billing, the University will bill the Manager for such costs and the Manager shall pass such invoice along to such Third Party Tenant for payment. Where a grease trap or commercial exhaust fan is located in Students' Union Allocated Space that is not leased to a Third Party Tenant, the University shall be entitled to invoice the Students' Union.

10.8 Capital Improvements

Nothing in this Article 10 shall govern the right to do Repairs and Maintenance which would result in a Capital Expenditure, nor to any right of approval, inspection or obligation to pay the cost thereof, it being acknowledged and agreed by the Manager and the University that any Repairs and Maintenance that involve a Capital Expenditure shall be governed by the provisions of Article 37.

10.9 Manager's Obligations in Effecting Repairs and Maintenance

In addition to the general principles as set forth above in this Article 10, the following specific provisions respecting Repairs and Maintenance shall be applicable:

- (a) Electrical Panels – The Manager shall be required to repair and maintain subpanels, but with respect to main electrical panels, the Manager's right to deal with same shall be

limited to turning breakers on or off by a qualified and certified tradesperson. When breakers have been turned on or off, the Manager shall notify the University in a timely fashion to ensure that the University is aware that there may be broader electrical issues. The Manager shall also be required to repair and maintain feeder lines between a main electrical panel and a subpanel;

- (b) Lights – The Manager shall be required to replace all bulbs in the MacEwan Building, but any replacement of ballasts or rewiring is required to be done by a University approved certified electrician who may be contracted by the Manager for this purpose. Any modification to the lighting system or the lighting fixtures shall require prior University approval. In the event that the Manager requires the use of the University’s large lift to reach certain lights that are located in the ceiling of the MacEwan Building, the Manager will be required to hire University Facilities staff to do so as a result of the necessity of having appropriate training on such lift;
- (c) Thermostats – Notwithstanding that thermostats form part of Base Building Systems, the Manager shall be entitled to adjust temperatures pursuant to thermostats in the MacEwan Building and may relocate any such thermostat, provided that during such relocation, the thermostat remains tied to the same Controls, Sensors and Devices. Any changes to the Controls, Sensors and Devices resulting from such relocation must be approved by the University;
- (d) Isolation Valves – The location of isolation valves in the MacEwan Building will be included in the ARCHIBUS system by the Commencement Date. Where necessary, the Manager shall be entitled to shut-off and turn-on an isolation valve but cannot go behind the valve without University approval. The Manager shall follow the University’s look-out procedure as set forth in the Control of Hazardous Energy Program found under Risk Management, Environmental Health and Safety at:
<https://www.ucalgary.ca/safety/programs/control-hazardous-energy>;
- (e) Stairways – The Manager shall be required to deal with Repairs and Maintenance to internal stairways but shall not do any structural work in respect of such stairways as that shall be the responsibility of the University. Handrails and replacements thereof shall be considered structural work. The Manager shall paint stairways and do other cosmetic work as part of its authorized Repairs and Maintenance obligations;
- (f) Washrooms – Notwithstanding that washrooms form part of Base Building Space, the Manager shall be responsible for the provision of Repairs and Maintenance to all washrooms in the MacEwan Building;
- (g) Fire Extinguishers – As a part of Life Safety Systems, the University shall be responsible for inspection of all fire extinguishers, sprinkler systems, alarms and fire related signage in the MacEwan Building (inclusive of Students’ Union Allocated Space), but the cost of obtaining and replacing fire extinguishers shall be borne by the occupant of the space where the extinguisher is required to be located, including space occupied by a Third Party Tenant);
- (h) Existing Cleaning Equipment – The University agrees that it will allow the Manager to use equipment specifically purchased during its management of the MacEwan Building, including the following:
 - (i) Ride-on vacuum cleaner;
 - (ii) 26” chariot (stand-on) auto scrubber;

- (iii) 20" chariot (stand-on) auto scrubber;
 - (iv) Auto scrubber brush attachment for tiled floors;
 - (v) Two tilt trucks for waste; and
 - (vi) Four cleaning carts with tools;
- (i) Hazardous Materials – To the extent that in the course of any Repairs and Maintenance activities, the Manager discovers any hazardous materials within the MacEwan Building, such as asbestos, mould or other hazardous material which was introduced at the time of construction, repair or maintenance of the MacEwan Building, or created as a result of the operation of the MacEwan Building, it must forthwith notify the University. It shall be the responsibility of the University to contain or remove asbestos and other hazardous materials introduced at the time of construction, repair or renovation of the MacEwan Building and it shall be the responsibility of the University and the Students' Union to remove mould and other hazardous material created as a result of the operation of the MacEwan Building from their respective Allocated Space. Removal of mould and other hazardous material created as a result of the operation of the MacEwan Building from Common Space shall be an item of Repair and Maintenance and, where possible, shall be included in the Repair and Maintenance component of the Annual Budget. The Manager shall request written approval from the University before bringing or allowing any Third Party Tenant or contractor to bring any controlled products, including chemical, biological and radioactive materials into the MacEwan Building, with the exception of cleaning products required in the normal course of operations within the MacEwan Building. Such controlled products (inclusive of controlled products that are cleaning products) shall be used, stored and disposed of in accordance with all environmental laws, regulations and requirements of any Governmental Authority;
 - (j) Pest Control – The Manager will be responsible to manage pest control in the MacEwan Building and, if necessary, contract with a University approved service provider to provide this service. The University covenants to allow the Manager or its contractor access to areas of the MacEwan Building that the Manager would not otherwise be entitled to access for purposes of fulfilling its pest control obligations;
 - (k) Floor Mats – The Manager shall be responsible for routine cleaning of floor mats, but the University shall be responsible for any replacements of such floor mats;
 - (l) Furniture in Common Areas – Maintenance, repair and replacement of such furniture shall be the responsibility of the Manager and, where possible, shall be included in the Repairs and Maintenance component of the Annual Budget;
 - (m) Repairs and Maintenance Approval Protocol – In performing Repair and Maintenance obligations, the Manager shall ensure that work is performed either by University preferred vendors or approved contractors and if available, may also contract with the Facilities Department of the University for the provision of any such Repair and Maintenance services. The Manager shall not effect any Repairs or Maintenance that would affect the Base Building Systems or Structural Components without the prior approval of the University. To the extent that a repair is to be made by the Manager where University approval is required, the Manager shall be entitled to isolate the area or infrastructure that needs repair. The University may grant approval to the Manager to commence such Repair and Maintenance work, but may make it a condition that certain aspects of such work will be required to be completed by University employees or contractors under the supervision of the University where Base Building Systems or Structural Components are impacted.

The process for scheduling and reporting on completion of Repairs and Maintenance shall be through the University's ARCHIBUS system and the University confirms that it uses the ARCHIBUS system for any Repairs and Maintenance that it is performing to Base Building Systems and Structural Components. There shall be consultation between the Manager and the University with respect to completion of any such work, especially where there is anticipated to be a significant disruption of services or the work will create significant noise. It is acknowledged that the Manager shall have a positive coordination role where any Repairs and Maintenance will impact tenants and occupants of the MacEwan Building.

Where the Manager requires approval of the University to any Repairs and Maintenance work that the Manager is obligated to undertake pursuant to this Article 10, the University shall, prior to the Commencement Date, provide the Manager with a notice as to the names and contact information of those individuals that are authorized to provide such approval, and shall update such names and contact information as may be required throughout the Term.

In the event of an emergency in the MacEwan Building that causes property damage or destruction where Repairs and Maintenance is required, the Manager and the University shall have the following roles:

- (i) the Manager shall:
 - (A) ensure that the University is aware of the emergency;
 - (B) coordinate and communicate the existence of the emergency and other proposed response to such emergency to Third Party Tenants and other occupants;
 - (C) work with Third Party Tenants and other occupants to get restoration and disposal of their damaged goods started as soon as is reasonably practicable and shall control what can or cannot be removed from the MacEwan Building; and
 - (D) coordinate restoration of all damaged areas that are not related to Structural Components, Base Building Systems, University Allocated Space, Common Space or Third Party Tenant space where restoration is the responsibility of the Third Party Tenant, using University approved contractors.
- (ii) the University shall:
 - (A) effect immediate remedial action to mitigate the consequences of such emergency situation;
 - (B) remediate the emergency situation and coordinate restoration of all damaged areas with respect to Structural Components, Base Building Systems, University Allocated Space and Common Space; and
 - (C) advise the Manager as soon as is reasonably practicable of any required remedial action that it is undertaking and, where applicable, the scheduling and details of such remedial action.

Except in an emergency and in circumstances involving Repairs and Maintenance that are desired to be made by the Manager in accordance with its authority as set forth

above, where the Repairs and Maintenance are either contemplated by the Annual Budget for the current Fiscal Year, or, where such Repairs and Maintenance are to be made to any Third Party Commercial Space, Common Space, any other Students' Union Allocated Space, or either of the Loading Docks and where such Repairs and Maintenance are a discrete project and where the aggregate cost of such project does not exceed \$5,000.00, the Manager may proceed with such Repairs and Maintenance without approval. The Manager shall supervise such Repairs and Maintenance, ensure that all such Repairs and Maintenance are completed in accordance with the approved plans and specifications and in accordance with all applicable laws, building codes and safety codes, document such Repairs and Maintenance using the ARCHIBUS ticket system, and shall obtain record drawings with respect to any such completed Repairs and Maintenance that required the issuance of a building permit from the City of Calgary, and the Manager shall upload any such record drawings on the ARCHIBUS system. The originals of such record drawings shall be forwarded to the University and the Manager shall keep a copy for its records.

Where the Manager completes a tender process for any such Repairs and Maintenance, subcontractors to the contractor whose tender is approved need not be University approved contractors. The University shall, prior to the Commencement Date, advise the Manager as to the names and contact information for approvals and inspections and shall update such names and contact information as may be required during the Term. The University shall have the right to inspect any space affected by such Repairs and Maintenance upon notice to the Manager but will not be entitled to charge its standard 8% project management fee. The University shall however be entitled to recover any out-of-pocket third party expenses incurred in approving or inspecting such Repairs and Maintenance, such as fees payable to the University's architectural or engineering consultants.

The University shall be entitled to do Repairs and Maintenance to Structural Components and Base Building Systems and in Base Building Space at its discretion, but shall notify Manager that such work is being done. The University shall, except in an emergency, and except for preventative maintenance work that is done entirely within an enclosed portion of Base Building Space, provide a minimum of 24 hours' notice that it intends to do Repairs and Maintenance in the MacEwan Building so that the Manager is aware of the proposed work and can coordinate any issues that the Manager may have in terms of the potential disruption to MacEwan Building activities that might occur as a result of such proposed work. When Facilities staff of the University attends on the MacEwan Building to do any such work, or if the University hires third party contractors to do such work, the individuals performing such work shall attend upon the Manager's office within the MacEwan Building to notify them that they have arrived to commence such work. The Manager shall provide a list of individuals to contact in the event that there is no one in the office at that time, and the Manager shall endeavour to insure that someone will be available in the office within ten (10) minutes of contact, failing which the Manager shall ensure that there is a sign in sheet that can be completed by such individuals indicating time of arrival, location of work to be done, nature of work to be done and estimated time to completion.

The University acknowledges that the Manager will be required to access its ARCHIBUS system in order for the Manager to comply with its obligations to schedule and provide a scope of work in respect of any proposed Repair and Maintenance work, to obtain any necessary approvals from the University to Repair and Maintenance work that will affect Base Building Systems or Structural Components and to provide confirmation of completion of such Repair and Maintenance work and the filing of any necessary plans and specifications relating to such Repair and Maintenance work, Although the ARCHIBUS system allows for searching of the database by building, there is no ability on the part of the University to restrict access to portions of the database, and accordingly,

the Manager covenants and agrees that it shall not access any other portions of the database that is not relevant to the Repair and Maintenance work to the MacEwan Building, that if it accidentally obtains information from other areas of the database, that it will keep same confidential and that it shall destroy any paper or electronic copies of any such confidential information not relevant to its responsibilities pursuant to this Section 10.9;

- (n) Building Standards – Repairs and Maintenance effected by the Manager shall comply with Building Standards, and in particular, the Maintenance and Operations component thereof. The University will establish and provide to the Manager a list of service levels meeting the Maintenance and Operations component of the Building Standards, which the parties acknowledge may be different levels of service standards for different components of the space to be repaired and maintained. The Manager will develop its annual budget for Repairs and Maintenance based on such service levels. Should either the University or the Students' Union desire to effect Repairs and Maintenance to their respective Allocated Space that exceeds such service levels, then such party shall disclose such desire to the JLC in order that the parties are aware that service levels will be exceeded and such party shall be solely responsible for the incremental cost of exceeding such service levels, it being the intention that only Repairs and Maintenance costs that meet such service level standards are to be included as Allocated Costs for the purposes of Section 17.3(b);
- (o) After Hour Response Protocol – Where, in accordance with the foregoing provisions in this Article 10, the Manager is required to obtain University approval to Repair and Maintenance work and the Manager desires to do any such Repairs and Maintenance work after hours on an urgent basis, it is acknowledged that the University has processes for obtaining staff or contractors after hours on an urgent basis. For the purposes hereof, “after hours” means any time other than between 7:30 am and 4:00 pm on weekdays that are not holidays. Should the Manager require any such staff or contractor it shall notify Campus Security which is responsible for invoking such afterhours processes. Should the Manager have concerns that such personnel may not be available on a timely basis, the Manager may choose to arrange for its own standby staff or University-approved contractors to be available after hours to deal with any potential urgent or emergency situation. The cost of having such stand-by personnel available shall be borne by the occupant of the space in which such personnel are required, and shall not be an Allocated Cost unless the applicable space is Common Space; and
- (p) Insurer Inspections – In conjunction with any Repairs and Maintenance being undertaken by the Manager, the Manager shall be responsible for accompanying the University and its insurers, or their representatives during any insurer inspection of any such Repairs and Maintenances, or any periodic insurer inspection as to the state of Repairs and Maintenance of the MacEwan Building. The Manager is responsible to comply, or to require Third Party Tenants to comply, with the recommendations arising from such inspections.

10.10 Budget for Repairs and Maintenance

An annual budget for Repairs and Maintenance will be prepared by the Manager and incorporated into the Annual Budget to be presented to the JLC for its review and recommendation for approval in accordance with Section 7.1. It is specifically acknowledged that such annual budget for Repairs and Maintenance shall include Repairs and Maintenance to the Food Court Common Area, inclusive of all chattels located therein. Such annual budget for Repairs and Maintenance will initially be prepared by the Manager on the basis of the existing average of actual costs of Repairs and Maintenance incurred in respect of the MacEwan Building over a minimum three (3) year period or as otherwise determined at the JLC. Once the Annual Budget has been recommended for approval by the JLC and formally approved by both the

University and the Students' Union for approval in accordance with their respective internal by-laws and governance policies, then the budget for Repairs and Maintenance imbedded in such Annual Budget shall apply for the ensuing Fiscal Year unless additional costs of Repairs and Maintenance are approved at the JLC. Costs incurred by the Manager in completing its obligations to effect Repairs and Maintenance in a Fiscal year shall be compensated by way of the amounts calculated and payable pursuant to Article 17.

10.11 Cost of Repairs and Maintenance

The following provisions shall govern the allocation of costs of Repairs and Maintenance:

- (a) the cost of Repairs and Maintenance to Third Party Commercial Space shall be paid by the applicable Third Party Tenant if so required pursuant to the applicable Third Party Lease, failing which costs shall be allocated as between the University and the Students' Union in accordance with the provisions of Article 17;
- (b) the cost of Repairs and Maintenance to Revenue Generating Space and Non-Revenue Generating Space within Students' Allocated Space shall be allocated in accordance with the provisions of Article 17 except where a cost is incurred for Repairs and Maintenance in excess of Building Standards, in which event, such excess costs shall be borne by the Students' Union;
- (c) the cost of Repairs and Maintenance to Revenue Generating Space and Non-Revenue Generating Space within University Allocated Space shall be allocated in accordance with the Provisions of Article 17 except where a cost is incurred for Repairs and Maintenance in excess of Buildings Standards, in which event, such excess costs shall be borne by the University;
- (d) the cost of Repairs and Maintenance to Common Space shall be allocated as between the University and the Students' Union in accordance with the provisions of Article 17;
- (e) the cost of Repairs and Maintenance to Base Building Space, Structural Components and Base Building Systems shall be solely the responsibility of the University;
- (f) notwithstanding anything in this Article 10:
 - (i) where the cause of such Repairs and Maintenance is a situation whereby any of the parties or a Third Party Tenant is required to carry insurance coverage in respect of such a situation, then Article 15 shall apply; and
 - (ii) the University shall be responsible for Repairs and Maintenance to the Structural Components and Base Building Systems of the MacEwan Building, except where such Repairs and Maintenance are required as a result of Repairs and Maintenance to other portions of the MacEwan Building pursuant to Sections 10.2, 10.3, 10.4 and 10.5 hereof; and
 - (iii) where third party contractors are required to be engaged in completing a Repair and Maintenance project and where:
 - (A) the project is a discreet project that will be fully completed and not simply a component of a larger project and the cost of the project exceeds Five Thousand (\$5,000.00) Dollars; or
 - (B) the project has been approved as part of the Annual Budget and a project management fee for such project is included in such approval; or

- (C) the project is otherwise approved by the JLC and such approval includes a project management fee as a component of such project,

then the Manager's costs of managing such project may include an 8% project management fee; and

- (g) when a Quality Money Project is approved and implemented and it involves a component of Repairs and Maintenance to the MacEwan Building, then the costs of any such Repairs and Maintenance shall not be included as an Allocated Cost for the purposes of Article 17 hereof.

10.12 Right of Access re Repairs and Maintenance

The following provisions shall apply to a right of the Manager or the University to obtain access to portions of the MacEwan Building in order to complete Repairs and Maintenance:

- (a) rights of access in an emergency situation shall be as set forth in Section 8.3;
- (b) the Manager shall have a right of access to any portion of the MacEwan Building reasonably required in order to allow the Manager to effect Repairs and Maintenance that it is entitled or required to effect pursuant to this Article 10, but where the Manager is required to enter onto Third Party Commercial Space, Non Generating Revenue Space or Revenue Generating Space within University Allocated Space, or onto Base Building Space, the Manager shall provide a minimum of 24 hours prior notice to the University, obtain the prior approval of the University where required hereunder, and the University shall have the right to require that a representative of the University accompany the Manager or its contractors if it so desires. The University shall, prior to the Commencement Date, provide the Manager with contact information for those individuals who can provide such approval to the Manager in this regard and shall update such contact information as necessary throughout the Term;
- (c) where Repairs and Maintenance are required to be conducted by the University in accordance with the provisions of Sections 10.5 and 10.9, and the University wishes to access any portion of Students' Union Allocated Space, the University shall provide a minimum of 24 hours prior notice to the Manager that it desires such access and the Manager shall be entitled to appoint a representative to accompany the University's representatives during the University's access to such portions of the MacEwan Building.

Article 11 Loading Docks

11.1 Conference and Events Loading Dock

The parties acknowledge that the Conference and Events Loading Dock is exclusively used by the Students' Union. Notwithstanding the foregoing, the Manager shall have the responsibility for the provision of Caretaking Services to the Conference and Events Loading Dock and the costs thereof shall be an Allocated Cost for the purposes of Section 17.3(a). The Students' Union, however, shall have the responsibility for provision of Repairs and Maintenance to the Conference and Events Loading Dock in accordance with the provisions of Article 24 and Article 25 and no costs of Repairs and Maintenance to the Conference and Events Loading Dock shall be included as an Allocated Cost pursuant to Section 17.3(b). The Manager may be engaged by the Students' Union in the day-to-day management and operations of the Conference and Events Loading Dock. The Manager shall have the further responsibility of ensuring, as far as is practicable, that the operations of the Main Loading Dock and the Conference and Events Loading Dock are coordinated in order to mitigate against any negative business consequences

resulting from a lack of such coordination. The second sentence of this Section 11.1 shall not apply where the University is the Manager pursuant to a Manager Replacement Event, in which case the Students' Union shall be responsible for the provision of Caretaking Services to the Conference and Events Loading Dock at its sole expense.

11.2 Main Loading Dock

The Manager shall have the responsibility for the provision of Caretaking Services and for Repairs and Maintenance to the Main Loading Dock and shall be further responsible for the day-to-day management and operations of the Main Loading Dock. The Manager shall be responsible for ensuring, as far as is practicable, that the operations of the Main Loading Dock and the Conference and Events Loading Dock are coordinated in order to mitigate against negative business consequences arising from a lack of such coordination.

It is acknowledged that as of the Execution Date, the large baler and compactor currently located in the Main Loading Dock are both owned by the University and that there are further smaller items of personal property (such as pallet jacks), some of which are owned by the University and some of which are owned by the Students' Union. As and from the Commencement Date, all of the baler, the compactor and the other chattels shall be deemed to be for the benefit of the MacEwan Building and shall be cleaned, repaired, maintained and replaced as if they were a component of Common Space, and the costs incurred in connection therewith shall be included as an Allocated Cost; provided however that:

- (a) with respect to smaller chattels that have been acquired to meet specific requirements of Third Party Tenants or other occupants of Revenue Generating Space or Non-Revenue Generating Space, the provision, repair, maintenance and replacement of such chattels shall be the responsibility of the party in whose Allocated Space the Third Party Tenant or occupant operates (by way of an example, any chattels required for the specific use of the Bookstore shall be the responsibility of the University); and
- (b) either the Manager or the University can request that the JLC consider putting into effect a regime whereby the usage fee contemplated in Section 11.4 charged in respect of the Main Loading Dock may include a component to deal with the potential of a major repair or replacement of such baler and compactor, which component shall be retained by the Manager as a restricted fund for such specific purpose, and decisions as to such repair and replacement shall be made by the JLC.

11.3 Standards, Hours of Operation and Scheduling

The standards in respect of the provision of Caretaking Services and Repair and Maintenance of the Loading Docks are as set forth in Schedule D-3. If mutually agreed upon among the Manager, the Students' Union and the University, or if approved at the JLC, guidelines for Loading Dock usage may be established to detail such matters as access routes, hours of delivery, coordination of commercial tenant deliveries and similar matters. If such standards are adopted, then the parties agree to include them as a Building Policy, Operating Standard and Procedure. If no such guidelines are mutually adopted or approved by the JLC, then the Manager shall have the responsibility to deal with the matters that would be dealt with under such guidelines, subject only to Building Standards and Building Policies, Operating Standards and Procedures. It is acknowledged that the Manager shall be entitled to prohibit the use of passenger elevators for large deliveries until such time as this issue is addressed in the Building Policies, Operating Procedures and Standards.

11.4 Usage Fees

The Manager shall be entitled to levy a Loading Dock usage fee, which usage fee shall be calculated on a per-delivery basis unless otherwise determined by the JLC. All parties using a Loading Dock shall be required to pay such usage fees, including direct usage by either the University or the Students' Union. The JLC shall set the Loading Deck fee as part of the Annual Budget approval process as set forth in Section 7.1, it being the intention that the amount of such fee shall initially be set on a pure cost recovery basis, except as contemplated in Section 11.2. The amount of such fee and the basis on which it is set may be amended from time to time by the JLC.

Article 12 Manager's Right of Access

12.1 Areas Manager Entitled to Access

The Manager shall be entitled to access to portions of the MacEwan Building as follows:

- (a) to any portion of the MacEwan Building where it is required to provide Caretaking Services in accordance with the provisions of Article 9;
- (b) to any portion of the MacEwan Building where the Manager is required to provide Repair and Maintenance services in accordance with the provisions of Article 10;
- (c) except with respect to space occupied pursuant to a Campus-Wide Occupation Arrangement where the Manager shall have no access rights except in an emergency situation pursuant to Section 10.1 and except for rights of inspection as set forth in Section 8.3, otherwise to access all Third Party Commercial Space, but only in accordance with the respective Third Party Lease entered into in favour of Third Party Tenants;
- (d) to all Common Space;
- (e) to any Base Building Space which houses publicly accessible electrical panels (but only in the event of an emergency), to the following mop rooms, namely: MH012U, MSC108U, MH201U, MH306U, MSC193U and MSC368U and to the following caretaking offices in University Allocated Space, namely MH305 and MH307 for purposes of carrying out the Manager's Caretaking Services obligations and Repair and Maintenance obligations, but with respect to access for Repair and Maintenance purposes, such access shall be only upon a minimum of 24 hours' notice to the University (except in an emergency situation, where notice may be provided as soon as practicable after such access) and with respect to access to electrical panels, such access shall only be by personnel of the Manager who are properly qualified to deal with such electrical panel(s); and
- (f) to all portions of the MacEwan Building in the event of an emergency in accordance with the provisions of Section 5.4 and for purposes of an inspection in accordance with the provisions of Section 8.3.

12.2 Areas University Entitled to Access

The University shall be entitled to access to portions of the MacEwan Building as follows:

- (a) the University shall have access to University Allocated Space, the portion of Students' Union Allocated Space that is leased to Third Party Tenants, to all Common Space

(subject to rights of parties who have booked portions of Common Space pursuant to Article 23) and to all Base Building Space;

- (b) notwithstanding the foregoing, the University shall have access to any licensed premises within Students' Union Allocated Space and other portions of the MacEwan Building being managed by the Manager, but such access shall be governed by the provisions of the Beverage Management Agreement;
- (c) the University shall have access to all portions of the MacEwan Building in order to inspect same in accordance with the provisions of Section 8.4; and
- (d) the University shall be entitled to access all portions of the MacEwan Building in the event of an emergency or where Campus Security has received a call that Campus Security determines is a call requiring a response.

12.3 Access Protocols

Where a party is entitled to access areas which it is not otherwise so entitled and access is not required as a result of an emergency (or in the case of the University, where Campus Security has received a call that Campus Security determines is a call requiring a response) and the protocol in respect of such access is not otherwise set out in this Agreement, then access shall only be available upon compliance with an access protocol to be finalized among the University, the Students' Union and the Manager which will deal with such items as a minimum of 24 hours prior notice, manner of notice, and the ability of the permitting party to accompany the accessing party during such access. Where there is an emergency situation and the Manager is accessing a portion of the MacEwan Building that it is not otherwise entitled to access, the Manager shall, where practicable, notify Campus Security prior to such access and in any event, after the emergency has been dealt with, the Manager shall notify both the University and Campus Security of such access. Where the University becomes aware of an emergency situation, it shall notify the Manager in the manner set forth in Section 10.1.

12.4 Keys, Locks and Pass Cards

Each of the Manager and the University shall be entitled to keys to access all areas in the MacEwan Building so as to be able to respond to emergency situations. In the event that the University changes any locks, it will provide replacement keys to the Manager. If the Manager changes any locks or installs any other security system or any other method of controlling access to any space in the MacEwan Building, it shall require the University's prior approval. Further, the new keys or security system will be ordered through the University's lock shop or other University authorized security provider. Where the Manager has keys to other than Students' Union Allocated Space and Common Space, keys will be provided only to those staff of the Manager who have received appropriate training and education as to the provisions of the access protocol referenced in Section 12.3.

Except when performing Caretaking Services or effecting Repairs or Maintenance to the Campus Security offices in the MacEwan Building, the Manager shall not be entitled to have access to the Campus Security offices, even in the event of an emergency as they are staffed by the University on a 24/7 basis. If there is an issue in the Campus Security offices that the Manager becomes aware of, the Manager shall contact Campus Security to deal with such issue.

Article 13

Manager's Rights and Obligations re Signage

13.1 Enforcement of Signage Policies and Guidelines

- (a) The Manager and the University acknowledge that the Students' Union has created the Students' Union Signage and Advertising Policies which shall apply to the MacEwan Building and which have been prepared in order to provide the campus community, including Students' Union registered student organizations, registered charities and not-for-profit organizations, off-campus businesses and professional organizations (including University units and departments) to promote their products and services to the campus community with opportunities to advertise events and activities in the MacEwan Building, and that the Students' Union has created the Students' Union Advertising and Signage Guidelines Applicable to Third Party Tenants to provide opportunities for Third Party Tenants and other occupants of Revenue Generating Space and Non-Revenue Generating Space to identify the premises leased or occupied by them pursuant to a Third Party Lease or Occupancy Agreement, as the case may be, the services offered by them and to promote their business and services.
- (b) The Manager and the University further acknowledge that except with respect to policies relating to Offensive Signage, the University does not, at the Execution Date, have campus-wide advertising and signage guidelines or policies. If the University shall adopt any such advertising and signage guidelines or policies in the future, then except where such Students' Union Signage and Advertising Policies are in conflict with University Policies, Operating Standards and Procedures or specific University signage and advertising guidelines (in which event the University Policies, Operating Standards and Procedures or University signage and advertising guidelines shall prevail) and except for signage within Students' Union Allocated Space or University Allocated Space that is not on windows or walls facing Common Space (where the only restriction applicable is the restriction against Offensive Signage), the current Students' Union Signage and Advertising Policies shall apply to all areas of the MacEwan Building as at the Commencement Date and the current Students' Union Advertising and Signage Guidelines Applicable to Third Party Tenants shall apply to all space leased or occupied by a Third Party Tenant.
- (c) Notwithstanding that the Students' Union is responsible for the creation and amendment of the Students' Union Signage and Advertising Policies, the Manager shall be responsible for the day-to-day management of such signage, and in particular, the Manager shall deal with the following:
 - (i) unless specifically dealt with in the Students' Union Signage and Advertising Policies, the Manager shall determine acceptable locations of signage within the MacEwan Building and specifically in the Common Space;
 - (ii) removal of signage that is Offensive Signage (subject to Section 13.7) or is not in compliance with University Policies, Operating Standards and Procedures, University signage and advertising guidelines or the Students' Union Signage and Advertising Policies (whichever shall prevail);
 - (iii) enforce the Signage and Advertising Guidelines for Third Party Tenants in respect of Third Party Tenants;
 - (iv) enforce guidelines and operating procedures for banner placement within the MacEwan Building, the locations of which banner placement will be subject to approval of the JLC, with the exception of the two permanent banner locations as

at the Execution Date whereby NewAd, as a third party contractor, has the right to place banners in such locations for the term of its contract, and any extension or renewal of such contract or for the term of any replacement contract with NewAd or another third party contractor, all of which contracts provide a financial benefit to the Students' Union, it being acknowledged by the Students' Union that should such contracts expire without replacement, the continued ability to place banners in these locations will be again subject to the approval of the JLC;

- (v) overseeing and enforcing the Students' Union Signage and Advertising Policies with respect to the four (4) Public Bulletin Boards in the MacEwan Building;
 - (vi) the exercise of its discretion in allowing stand-alone signage (such as sandwich boards) which is generally to be discouraged in the MacEwan Building, but may be allowed by the Manager in its discretion, or mandated by the University where it considers same to be required (such as signage for security or public warning purposes). In exercising its discretion in this regard, the Manager shall be satisfied that the size, scope and location of such stand-alone signage will not pose a safety threat or unnecessary benefit to a Third Party Tenant or other occupant of a portion of the MacEwan Building to the material detriment of the other Third Party Tenants or occupants of the MacEwan Building; and
 - (vii) enforce the current Students' Union Signage and Advertising Policies that do not permit any leaflets to be handed out within the MacEwan Building other than at rented tables in the Common Space where leaflets may be available at such tables but are not to be distributed outside of a radius of one metre from such tables.
- (d) It is specifically acknowledged by the Manager that it shall have no responsibility in respect of the following:
- (i) to determine if any signage is Offensive Signage, it being acknowledged that the determination of Offensive Signage shall from time to time be made by the Legal and University Relations Departments of the University in accordance with Section 13.7;
 - (ii) non-Electronic Way-Finding Signage within the MacEwan Building and all signage on the exterior of the MacEwan Building or the lands adjacent thereto, all of which shall be the responsibility of the University, with the exception only of exterior vinyl banner signage which shall be dealt with in accordance with Section 13.4;
 - (iii) electronic advertising and related equipment, tabletop and similar advertising and Electronic Way-Finding Signage, all of which shall be dealt with by the Students' Union in accordance with Article 27;
 - (iv) any Election Signage in relation to a Student Union's election, which Election Signage shall be dealt with in accordance with Section 27.5; and
 - (v) any election signage in relation to an election being held by any other student association that is constituted under the Act; provided that the election signage protocols of such association are no more liberal than those of the Students' Union.
- (e) Notwithstanding the foregoing, the Manager shall, in consultation with the Students' Union, have the right to designate areas in the MacEwan Building which are not available

for any such election signage and to also determine the deadline for the removal of any such election signage after the applicable election period.

- (f) Any amendments to the Students' Union Signage and Advertising Policies for use in the Common Space of the MacEwan Building shall require the approval of the JLC.

13.2 Internal Way-Finding Signage

Except for Electronic Way-Finding Signage owned, installed and managed by the Students' Union or obtained by the Students' Union pursuant to a third party service contract, all of which is dealt with in Section 27.2, the University shall be responsible for the installation, maintenance and removal of any non-Electronic Way-Finding Signage within the MacEwan Building and all signage on the exterior of the MacEwan Building or the lands adjacent thereto with the exception of the banner signage reference in Section 13.4. In the future, the University shall have the ability to install electronic or digital way-finding signage within the MacEwan Building if it is a part of a campus-wide way-finding system that will assist in directing individuals as to how to access a building on campus from another building on campus.

13.3 Promotional and Advertising Signage

In accordance with the Existing Students' Union Signage Policies, Third Party Tenants shall not be entitled to signage other than approved directional signage which the University is responsible for pursuant to Section 13.2, any Electronic Way-Finding Signage that the Students' Union is responsible for in accordance with Section 27.2 and any exterior signage on the premises leased to such Third Party Tenant for which such Third Party Tenant shall be responsible.

13.4 Banner Signage

With the exception of the permanent banner signage locations referenced in Section 13.1(c)(iv), banner signage within the MacEwan Building shall be hung in accordance with the Students' Union Signage and Advertising Policies, and the Manager shall be responsible for ensuring that such banner signage adheres to the Students' Union Signage and Advertising Policies and shall have the overriding responsibility to determine the location of such banner signage so as to ensure that it is in an appropriate location and does not obscure any other valid signage within the MacEwan Building. If the authority for dealing with vinyl signage on the exterior of the north and south walls of the MacEwan Building is delegated to the Manager by either the University or the Students' Union, the Manager shall be responsible for hanging such banner signage of the University and/or the Students' Union, as the case may be and of removing same when such signage is no longer required.

13.5 Public Bulletin Boards

The Manager shall be responsible for managing the Public Bulletin Boards within the MacEwan Building. The Manager shall confirm that any public signage on the Public Bulletin Boards meets any current University advertising and signage guidelines and the Students' Union Signage and Advertising Policies. In addition, the Manager shall establish a schedule for cleaning of the Public Bulletin Boards and disposing of all of its contents on a periodic basis. The Students' Union Bulletin Boards shall be dealt with in accordance with the provisions of Section 27.4.

13.6 Political Signage and Events

The following protocol shall apply to political signage and events in the MacEwan Building:

- (a) there shall be no political signage in the MacEwan Building other than signage that is paid for in accordance with the Students' Union Signage and Advertising Policies;

- (b) notwithstanding subsection (a) it is acknowledged that there are many political events held within the MacEwan Building and that advertising of such events shall be acceptable even if not paid for;
- (c) political material may be available at scheduled political events, but shall not be actively distributed;
- (d) if a room has been rented in the MacEwan Building for external political purposes, then political material may be distributed anywhere within such room;
- (e) if a table has been rented in a Common Space for external political purposes, then political material may be distributed within a radius of one metre from such table (but not elsewhere within the MacEwan Building);
- (f) a political debate in conjunction with a federal, provincial or municipal election or an election involving the University or the Students' Union or any association, club or other association affiliated with either of them or otherwise having a legitimate presence on the University Campus may be booked within the MacEwan Building;
- (g) political election campaign material may be also posted on a Public Bulletin Board, provided that such material complies with University Policies, Operating Standards and Procedures, any University signage and advertising policies and the Students' Union Signage and Advertising Policies; and;
- (h) electronic advertising and infrastructure used in connection therewith shall be dealt with in accordance with Section 27.2.

13.7 Removal of Signage

The following provisions shall govern the protocol with respect to the removal of signage:

- (a) if any signage is located in breach of any applicable signage policies, then the Manager shall be entitled to remove such signage but shall, where possible, advise the owner of such signage that such signage must be moved to a location which complies with all applicable signage policies;
- (b) where the Manager discovers signage that it considers may be Offensive Signage, and such signage is located in breach of any applicable signage policies, the Manager shall be entitled to remove same, but shall, where possible, advise the owner of such signage that it is being removed due to it being located in breach of applicable policies, and that the Manager has requested a determination from the University as to whether such signage is Offensive Signage;
- (c) if the Manager discovers signage that it considers may be Offensive Signage and such signage is not otherwise in breach of any signage policies, the Manager shall not immediately remove such signage, but shall request a determination from the University as to whether such signage is Offensive Signage; and
- (d) where the University makes a determination that signage is in fact Offensive Signage, the University may require the Manager to forthwith remove such Offensive Signage, or it may do so of its own volition, but shall notify the Manager of such removal as soon as is reasonably practicable.

Article 14

Reservation of Responsibilities to University

14.1 Reservation of Responsibilities Principles

Notwithstanding that, by virtue of this Part C, the University has appointed the Manager as the manager of the MacEwan Building, it is acknowledged by the Manager that there are certain rights and responsibilities that are required to be reserved to the University by reason of the following:

- (a) the continuing agreement as between the University and the Students' Union that the University shall be responsible for Structural Components and the Base Building Systems of the MacEwan Building, subject only to:
 - (i) the Students' Union obligation to contribute to the Capital Depreciation Fund;
 - (ii) the approval protocols with respect to Renovations and Improvements to the MacEwan Building as set forth in Section 14 of the Stakeholder Rights Agreement;
 - (iii) the potential Redevelopment or Expansion of the MacEwan Building as may be recommended by the Redevelopment Committee contemplated in Section 12 of the Stakeholder Rights Agreement; and
 - (iv) certain Caretaking Services obligations of the Manager as set forth in Article 9 of this Agreement;
- (b) as the owner of the MacEwan Building and as landlord pursuant to Third Party Leases, the University has certain direct contractual relationships with Third Party Tenants and other third parties in relation to the ongoing occupancy and operation of the MacEwan Building; and
- (c) there are certain reputational risks that will be incurred by the University by reason of its ownership of the MacEwan Building, its position as landlord vis a vis Third Party Tenants and the fact that the MacEwan Building is located in the center of the campus of the University of Calgary.

The reservation of rights that are specifically hereinafter reserved in this Article 14 are reserved by reason solely of the foregoing principles and to the extent that rights and obligations are not reserved to the University pursuant to this Article 14, the Manager shall be entitled to exercise the role of Manager of the MacEwan Building throughout the Term, subject to compliance with its obligations in the balance of this Part C, the potential suspension of the right of the Manager to manage the MacEwan Building in the event of such breach as contemplated in Section 18.6 and subject to the resignation of the Manager as contemplated in Section 18.8.

14.2 Security

The University shall have full responsibility for all aspects of security to the MacEwan Building and within the MacEwan Building. Notwithstanding the foregoing, the University's right of access to Students' Union Allocated Space for security reasons shall be as more specifically set forth in Section 8.4 and in Article 12.

The parties also acknowledge that the right of the Students' Union to deal with security matters relating to the Students' Union Allocated Space within the MacEwan Building shall be dealt with in accordance with Article 28 and Article 31.

As a result of the foregoing, the Manager shall not be responsible for any security within the MacEwan Building, but shall collaborate with Campus Security and the Students' Union to attain mutual agreement on all security matters. Notwithstanding the requirement to collaborate with Campus Security and the Students' Union in respect of security matters, should there be any disagreement on life safety and security planning as between Campus Security and the Students' Union, Campus Security shall be the final authority and Campus Security shall always have the right to act in the event of an emergency situation.

Except with respect to Students' Union Allocated Space, only the University shall be entitled to install security cameras in the MacEwan Building. The Students' Union shall have the right to install its own security cameras in Students' Union Allocated Space pursuant to Section 31.4. When the University decides to install new security cameras, it shall advise the Manager in advance of such installation.

14.3 Caretaking Services

The University shall be responsible for those certain Caretaking Services as set forth in Section 9.1(c) and (d) and specifically as set forth in Section 10.7 with respect to grease traps and exhaust fans.

14.4 Repairs and Maintenance

The University shall be responsible for Repair and Maintenance obligations as follows:

- (a) the premises leased pursuant to Campus-Wide Occupation Agreements;
- (b) in emergency situations where Campus Security is the first responder to such an emergency situation; and
- (c) all Structural Components, Base Building Systems and all Base Building Space.

14.5 Building Exterior and Landscaping

The University shall be solely responsible for all matters relating to the exterior of the MacEwan Building, even to the extent that they are not included as a Structural Component, with the only exception being the hanging of banners on the exterior of the MacEwan Building as more particularly set forth in Section 13.4.

The University shall be solely responsible for any exterior landscaping outside of the MacEwan Building.

The University shall be responsible for snow removal and gravel sweeps on the ramps leading to the Loading Docks and for the dedicated access areas leading to such ramps. The University shall be further responsible for snow removal from defined external emergency egress routes (which may include patio areas) from the MacEwan Building, which routes are as referenced in the University's emergency management plan.

14.6 Fire Drills and Evacuations

The University shall be responsible for coordinating and completing all necessary fire drills in respect of the MacEwan Building as may be required pursuant to City of Calgary by-laws and fire codes. Whenever a fire drill is to be held, the University shall notify both the Manager and the Students' Union.

In the event of a fire or other life safety situation which requires the evacuation of the MacEwan Building, the University shall be responsible for all aspects of the evacuation through Campus Security.

Notwithstanding the University's primary obligation with respect to fire drills and evacuations, the Building Manager and the Senior Operations Manager of the Manager shall be the main fire warden and back-up main fire warden, respectively, for the MacEwan Building. Where the Manager is other than the Students' Union, then the obligation to appoint a primary designate and back-up person to act as main fire warden shall apply only with respect to Students' Union Allocated Space and those individuals shall be appointed by the Students' Union. The main fire warden and back-up person shall be entitled to appoint sector fire wardens for designated portions of the MacEwan Building and all such individuals shall be required to complete an annual fire warden orientation to be conducted within the MacEwan Building by the University. In the case of an evacuation situation during daytime hours, the Building shall be evacuated as directed by the University or any public authority having jurisdiction and shall rely on the main designated fire warden and back-up person and all sector fire wardens within the MacEwan Building to assist in such evacuation.

After-hours, any fire drill or evacuation of all or a portion of the MacEwan Building required due to an emergency situation shall be coordinated and directed by Campus Security.

14.7 Way-Finding and Building Identification Signage

The University shall be responsible for non-Electronic Way Finding Signage and building identification signage both on the exterior of the MacEwan Building and within the MacEwan Building (with the exception only of the exterior vinyl signage referenced in Section 13.4) and shall have the future right to install campus-wide electronic or digital way-finding signage as contemplated in Section 13.2.

14.8 Establishing Occupancy Costs and Consumables Rates

The University shall be solely responsible for establishing the annual Occupancy Costs to be charged to Third Party Tenants and other occupants of the MacEwan Building who, by the nature of their occupancy, are required to pay Occupancy Costs. It is acknowledged that Occupancy Costs include costs for Consumables.

The University shall also establish a segregated rate for Consumables only, so that this rate can be charged to those occupants of the MacEwan Building who, by the nature of their occupancy, are required to pay Consumables only.

Both the Occupancy Costs rate and the Consumables rate shall be included in the University's Occupancy Rates Index set annually effective April 1, and shall form part of the Annual Budget.

14.9 Public Authorities

The University shall be prime facie responsible for dealing with all public authorities having jurisdiction over the MacEwan Building or the use thereof, such as Safety Code Officers, Alberta Health Services, Alberta Gaming and Liquor Commission and other such public authorities. The following protocols shall apply with respect to attendance by such public authorities at the MacEwan Building:

- (a) if the public authority provides advance notice of a visit or inspection to the Manager or the University, the recipient of such notice shall advise the other party of such intended visit or inspection. The University shall have the discretion to provide a representative to

accompany such public officials on the visit or inspection, but may choose to have the Manager provide such a representative on notice to the Manager;

- (b) if public officials arrived unannounced, the Manager shall advise the University as soon thereafter as is practical of such visit or inspection, and where the visit or inspection is in respect of Students' Union Allocated Space, the Manager shall also advise the Students' Union;
- (c) wherever possible, the public authorities are to be accompanied by a representative of the party in whose Allocated Space the visit or inspection is to take place;
- (d) if public officials arrive unannounced and there is sufficient time to allow a representative of the University to attend at the MacEwan Building to meet with such public officials, the University shall have the discretion to forthwith send such a representative to the MacEwan Building for this purpose; and
- (e) each of the University and the Manager shall advise the other when they are contacted by public authorities in respect of matters relating to the MacEwan Building.

14.10 Collection of Rent

The University shall be responsible for direct dealings with Campus-Wide Tenants including the collection of Basic Rent, Occupancy Costs and Consumables, as applicable, from such Campus-Wide Tenants. In the event that a Campus-Wide Tenant contacts the Manager in order to deal with its lease, the Manager shall communicate with the Director of Ancillary Services of the University and the Director of Ancillary Services of the University or delegates thereof shall respond to such contact from the Campus-Wide Tenant.

Revenues from non-Third Party Tenants within University Allocated Space (such as the Bookstore) shall be collected by the University. Issues with respect to collection of Rent and enforcement of Third Party Lease terms shall be dealt with in accordance with the provisions of Sections 6.3 and 6.4 and with respect to any action brought by a Third Party Tenant, such action shall be dealt with in accordance with provisions of Section 6.5.

14.11 Third Party Leases

The University shall have the rights as specifically set forth in Article 4 with respect to Third Party Leases and Occupancy Agreements. In addition, the University shall be solely responsible for the measurement of the Rentable Area of all premises leased to Third Party Tenants, and for all costs thereof. The University shall provide to the Manager copies of any measurement of premises leased to Third Party Tenants.

Article 15 Insurance and Indemnities

15.1 University's Insurance

Subject to the University's right to self-insure as set forth in Section 15.2, the University shall, at its own expense, obtain and maintain in force at all times during the Term, insurance policies as follows:

- (a) Commercial General Liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars per occurrence (annual general aggregate, if any, of not less than Five Million (\$5,000,000.00) Dollars), insuring against claims of bodily injury, death

and property damage arising out of the University's operations and ownership of the MacEwan Building;

- (b) Property insurance which shall insure the Structural Components, Base Building Systems, Common Space, University Allocated Space and Base Building Space as well as the demising walls that separate Students' Union Allocated Space and specific space within Students' Union Allocated Space leased to Third Party Tenants from any other space categorization within the MacEwan Building against loss or damage. Such insurance shall be subject to a replacement cost endorsement;
- (c) Boiler and Machinery insurance providing coverage with respect to all objects of this type introduced into the MacEwan Building by or on behalf of the University or otherwise constituting a part of Structural Components or Base Building Systems; and
- (d) such other coverage or increases to such coverage, as the University may consider necessary.

For greater certainty, the University is not obligated to insure improvements or trade fixtures or any liability of the Students' Union, the Manager or any Third Party Tenant under a Third Party Lease or other occupant under an Occupancy Agreement, or any personal property of any of them.

Where the University is not electing to self-insure pursuant to Section 15.2, the University shall provide to the Manager at the Commencement Date, and at least 10 days prior to renewal of all University insurance referred to in this Article 15, certificates of insurance evidencing the University's insurance coverage as required above.

15.2 University's Right to Self-Insure

Notwithstanding the provisions of Section 15.1, the University shall at all times have the discretion to determine to self-insure with respect to some or all of the risks covered by the insurance referenced in Section 15.1.

15.3 Manager's Insurance

The Manager shall, at its own expense, obtain and maintain in force at all times during the Term, insurance policies as follows:

- (a) Commercial General Liability insurance, in an amount not less than Five Million (\$5,000,000) Dollars per occurrence (annual general aggregate, if any, not less than \$5,000,000), insuring against claims of bodily injury, death and property damage, arising out of operations in connection with the Manager's business carried on in the MacEwan Building. Such insurance shall include the following extensions: contractual liability, owners and contractors protective; limited pollution coverage endorsement; products and completed operations; non-owned automobile liability insurance and owned automobile;
- (b) Crime insurance including coverage for employee theft, in an amount not less than Fifty Thousand (\$50,000) Dollars per occurrence, and
- (c) such other coverage or increases, as the University may from time to time reasonably require, upon not less than thirty (30) days' notice to the Manager at any time during the Term.

The Manager's insurance coverage set forth above shall be primary coverage that will respond to any allegation, claim, loss, damage or judgment, or other causes of action arising from the

performance by the Manager of its obligations under this Agreement. The University shall be an additional insured on all such insurance coverage.

The Manager will use reasonable efforts to request that the policies of insurance shall provide at least thirty (30) days prior written notice of cancellation or any material change in coverage that would result in coverage of less than the minimum amounts set out above to the University.

The Manager shall provide to the University at the Commencement Date and at least 10 days prior to renewal of all insurance referenced in this Section 15.3, certificates of insurance evidencing the Manager's insurance coverage as required above.

When the Manager enters into a Service Contract where the contractor thereunder is required to attend upon the MacEwan Building and the contractor thereunder is other than a University approved contractor, the Manager shall ensure that each such service contractor maintains Commercial General Liability insurance, in an amount not less than Five Million (\$5,000,000) Dollars per occurrence (annual general aggregate, if any, not less than \$5,000,000), insuring against claims of bodily injury, death and property damage, arising out of such contractor's operations in the MacEwan Building. Such insurance shall include the following extensions: contractual liability, owners and contractors protective; limited pollution coverage endorsement; products and completed operations; non-owned automobile liability insurance and owned automobile. The University may require such other coverage or increases as the University may from time to time reasonably require, upon not less than thirty (30) days' notice to the Manager at any time during the Term.

If the Manager fails to take out, renew or keep in force any required insurance, or if no insurance certificates are submitted within a reasonable period of time after requests therefor by the University, then the University may give the Manager written notice requiring compliance with this Section 15.3, specifying the respects in which the Manager is not then in compliance with this Section 15.3, and any such lack of compliance shall be a default pursuant to Section 18.1(c).

The Manager will not do or permit to be done, or omit to do anything, or store, or allow to be stored any goods or materials in the MacEwan Building, which will directly or indirectly cause the University's rate of insurance in respect of the MacEwan Building and improvements thereon, or any part thereof of the University's liability insurance in respect thereof, to be increased or leading to the cancellation of the University's insurance. If the University's insurance policy is cancelled by an insurer by reason of the Manager's business carried on in the MacEwan Building, then this shall be a default pursuant to Section 18.1(c).

15.4 Subrogation Rights

The University shall have all rights of subrogation as against the Manager and anyone for whom the Manager is at law responsible, whether or not the damage is caused by the Manager or anyone for whom the Manager is at law responsible where there is loss or damage to Structural Components, Base Building Space, University Allocated Space, Common Space and/or Base Building Systems resulting from the actions, acts of negligence or acts of willful misconduct committed by Manager or anyone for whom the Manager is at law responsible.

The Manager's insurance as set forth in Section 15.3 shall contain a waiver of any rights of subrogation which respect to anything required to be insured against by the Manager thereunder and the Manager's personal property which the Manager's insurer may have against the University and those for whom the University is at law responsible, whether or not the damage is caused by the University or anyone for whom the University is at law responsible.

15.5 Premium Costs

The University shall be responsible for all premium costs associated with insurance that the University takes out and maintains in effect pursuant to Section 15.1. The Manager shall be responsible for all premium costs associated with insurance that the Manager takes out and retains in effect pursuant to Section 15.2.

15.6 Deductibles

If the University is making a claim against its insurance to cover any loss or damage, then, except in circumstances where the University's insurer has a right of subrogation in respect of such claim (in which case the right of subrogation shall include any deductible under the University's insurance policy), the University shall be solely responsible for any deductible in respect of such claim. If the Manager is making a claim against its insurance to cover any loss or damage, the Manager shall be solely responsible for any deductible in respect of such claim.

15.7 Cross Indemnities

The University shall indemnify and save harmless the Manager against and from any and all expenses, costs, damages, suits, actions, liabilities or claims arising out of any acts or omissions of the University hereunder, and from all claims and demands of every kind or nature made by any person or persons to or against the Manager, for all and every manner of costs, damages or expenses incurred by or injury (including death resulting at any time therefrom) or damage to such person or persons or his or her or their property, which claims or demands may arise howsoever out of the ownership and occupation of the MacEwan Building, except to the extent that the costs, damages, losses or expenses are incurred as a result of the gross negligence or acts of willful misconduct of the Manager or those for whom the Manager is at law responsible.

The Manager shall indemnify and save harmless the University against and from any and all expenses, costs, damages, suits, actions, liabilities or claims arising out of any acts or omissions of the Manager hereunder, and from all claims and demands of every kind or nature made by any person or persons to or against the University, for all and every manner of costs, damages or expenses incurred by or injury (including death resulting at any time therefrom) or damage to such person or persons or his, her or their property, which claims or demands may arise howsoever as a result of the actions of the Manager in performing its obligations under this Agreement or in the Manager's occupation of the MacEwan Building, and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, unless the cause, damages, losses or expenses are incurred as a result of the gross negligence or acts of willful misconduct of the University or anyone for whom the University is at law responsible.

15.8 Duplication of Coverage Not Required

Notwithstanding anything contained in this Article 15, where the Manager is the Students' Union and the Students' Union has the insurance coverage required of it pursuant to Article 26, such coverage is in full force and effect, and such coverage includes the activities of the Students' Union as Manager pursuant to Part C of this Agreement, then the Manager shall be relieved of its obligations to separately carry the insurance coverage referenced in this Article 15.

15.9 Manager's Insurance Management Obligations

The Manager shall not be responsible for determining the types and amounts of insurance coverage to be obtained by the University or for the purchase and placement of any such University insurance or for the payment of insurance premiums of the University's insurance. Further, the Manager shall not be responsible for any insurance matters or issues involving Third

Party Tenants as the University shall be responsible for same in accordance with the provisions of the applicable Third Party Lease. The Manager shall however be responsible for:

- (a) reporting to the University in writing any claim or potential claim it becomes aware of and which it has any belief may be covered by the University's insurance, or by any insurance being carried by a Third Party Tenant;
- (b) liaising with the Risk Management and Insurance Department of the University as well as any adjuster of the University or its insurer with respect to any such claim as necessary;
- (c) coordinating repairs claimed under the property coverage of the University (if so requested by the University) or any Third Party Tenant, where applicable;
- (d) attending legal proceedings related to any claim on the insurance of the University or any Third Party Tenant when called upon to do so; and
- (e) obtaining the necessary certificates of insurance required under any Service Contracts, Third Party Leases within Students' Union Allocated Space and any other agreement between the Manager and a third party whereby the third party is allowed to use or occupy space in the MacEwan Building.

Article 16 Miscellaneous Matters

16.1 Media Requests

The following provisions shall apply with respect to media requests in respect of the MacEwan Building:

- (a) if a media request is made of the University relating to the MacEwan Building and is scheduled in advance, the University may choose to deal with such media request or ask that the Manager do so, in its sole discretion, except where the media specifically requests that the Students' Union be involved in the request, in which case the University shall co-ordinate such request with the Students' Union. If the University handles a media request on its own, but such request relates to the MacEwan Building, the University shall notify the Students' Union of the request;
- (b) where unsolicited, the Manager shall notify the Students' Union and the University, and each of them shall be entitled to deal with the media presence in the MacEwan Building, using their respective reasonable discretion, but each of them shall advise the other of their responses to such unsolicited media presence as soon as is practicable; and
- (c) where a solicited media request is made of the Students' Union relating to the MacEwan Building, the Students' Union shall be entitled to respond to such request, but shall notify the University of such request as soon as is practicable.

Notwithstanding anything set forth in this Section 16.1:

- (d) if there is to be an eviction or other non-voluntary departure from the MacEwan Building involving media, Campus Security shall be required to attend to same; and
- (e) except where an incident involves health or life safety issues, in which case Campus Security shall be required to be involved forthwith, any issue with respect to media in enclosed Allocated Space shall be resolved by the party that is entitled to occupy such Allocated Space.

16.2 Third Party Solicitations

The following provisions shall apply with respect to third party solicitations in respect of the MacEwan Building:

- (a) if a third party solicitation is made of the University relating to the MacEwan Building and is scheduled in advance, the University may, in its sole discretion, choose to forward such third party solicitation to the Students' Union with a request for it to accommodate; and
- (b) the Manager shall be required to deal with any unannounced third party solicitations which occur in the MacEwan Building in accordance with Building Policies, Operating Standards and Procedures and shall notify the University of such solicitations as soon as is practicable.

Notwithstanding anything set forth in this Section 16.2:

- (c) if there is to be an eviction or other non-voluntary departure from the MacEwan Building involving a third party solicitation, Campus Security shall be required to attend to same; and
- (d) except where an incident involves health or life safety issues, in which case Campus Security shall be required to be involved forthwith, any issue with respect to third party solicitations in enclosed Allocated Space shall be resolved by the party that is entitled to occupy such Allocated Space.

16.3 Promotion Fund

The parties acknowledge that it is the Students' Union that is responsible for the management and operation of the Promotion Fund pursuant to the provisions of Article 30.

The Manager however shall be responsible for the collection of Promotion Fund monies from Third Party Tenants, but upon collection of such monies, the Manager shall forthwith forward such Promotion Fund monies to the Students' Union. If requested by the Students' Union, the Manager shall account to Third Party Tenants with respect to the use of the Promotion Fund monies based on information provided by the Students' Union.

The Annual Leasing Plan will require a Promotion Fund contribution from all Third Party Tenants, with the exception only of those whose existing Third Party Leases do not require same. It is acknowledged that no Campus-Wide Lease currently requires a contribution to the Promotion Fund. Where any Third Party Lease other than a Campus-Wide Lease does not currently require a contribution to the Promotion Fund and such lease is being replaced with a new lease or is being extended (rather than renewed), then the new or extended lease shall include an obligation to make a contribution to the Promotion Fund. Such new leases shall specifically acknowledge that promotional activities and the use of the Promotion Fund is the responsibility of the Students' Union.

As of the Commencement Date, the University hereby confirms that it has no objection to the Students' Union approaching either or both of Tim Horton's or Starbucks to voluntarily participate in the Promotion Fund program.

In the event of a complaint in respect of the Promotion Fund or should a Third Party Tenant wish to dispute the use of all or any portion of the Promotion Fund and approaches the University in this regard, the University shall be entitled to direct such Third Party Tenant to the Manager who shall be responsible for liaising with the Students' Union to attempt to resolve the complaint. If

the Third Party Tenant ultimately determines to escalate the issue, the matter shall be put on the agenda of the next JLC meeting.

Article 17

Allocation and Payment of Costs

17.1 Principles of Cost Allocation

It is acknowledged by the parties that due to the unique nature of the operation of the MacEwan Building and the various categorizations and classifications of space within the MacEwan Building, the allocation of costs relating to the management and operation of the MacEwan Building could become a very detailed and time consuming task. In order to avoid such detail and time consuming record keeping and calculations and in order to avoid the potential of minor disputes surrounding such detailed calculations, the parties have agreed that they will allocate costs on a formula basis which they have deliberately devised with a view to simplicity and to avoid potential disputes.

To the extent that costs are incurred in the day-to-day management and operation of the MacEwan Building that are not specifically allocated to either the Students' Union or the University pursuant to the provisions of this Agreement or are handled as costs associated with Renovations and Improvements or are costs of Redevelopment or Expansion, then, to the extent that any such costs are incurred by a party, inclusive of the Manager, and are not specifically dealt with in the Shared Cost Formula set forth in Section 17.2 of this Agreement, then the party responsible for those costs shall be obligated to pay such costs without receipt of any compensation therefor from any of the other parties. Notwithstanding the foregoing, in order to defray a portion of the back office administration costs that the Manager will incur in complying with its obligations under Part C of this Agreement and which are acknowledged to be broader management obligations than the Manager's prior management obligations in respect of the MacEwan Building, and which are not specifically included as an Allocated Cost, the University has agreed to pay to the Manager a lump sum amount to cover some or all of such costs (the "**Additional Management Compensation**"). The calculation and mechanics of payment of the Additional Management Compensation are as set out in Section 17.7.

17.2 Shared Cost Formula

Costs that are to be shared as between the University and the Students' Union ("**Shared Costs**") shall be calculated in accordance with the following formula:

Shared Costs = Allocated Costs – Allocated Recoveries.

Each of the Students' Union and the University shall be responsible for a portion of such Shared Costs.

The parties acknowledge that notwithstanding the method of calculation of Actual Pro Rata Shares as set forth in Section 17.6, they wish to set their respective portions of such Shared Costs as at the Execution Date based on a rounding of the Actual Pro Rata Shares in order to simplify the calculations. Accordingly, as at the Commencement Date, it is acknowledged and agreed by the parties that their respective portions of the Shared Costs shall be deemed to be as follows:

The University - 50%
The Students' Union - 50%,

(the "**Deemed Pro Rata Shares**"). The Deemed Pro Rata Shares shall only be amended during the Term if at any time during the Term, the Actual Pro Rata Share of Net Allocated Space of

either the University or the Students' Union exceeds Fifty Five percent (55%) or falls below Forty Five percent (45%), in which event the Deemed Pro Rata Shares shall be amended to equal the then current Actual Pro Rata Shares unless otherwise mutually agreed.

For purposes of calculation of the Shared Costs formula, Allocated Costs are those costs defined in Section 17.3, Allocated Recoveries are those recoveries defined in Section 17.4, Net Allocated Space is space within the MacEwan Building defined in Section 17.5, Actual Pro Rata Share is defined in Section 17.6 and the mechanics of the payment and adjustment of the Shared Costs is as set forth in Section 17.8.

In the event that Allocated Recoveries are greater than Allocated Costs in any Fiscal Year, then no Shared Costs shall be payable during such Fiscal Year, and such excess shall be retained and applied to the Allocated Costs in the ensuing Fiscal Year.

17.3 Allocated Costs Definition

"Allocated Costs" shall mean the aggregate of the following:

- (a) Caretaking Servicing Costs, which shall be the costs of those of the Caretaking Services for the MacEwan Building that the Manager is responsible to perform pursuant to the provisions of Article 9, pursuant to the provisions of Section 11.1 in respect of the Conference and Events Loading Dock and pursuant to the provisions of Section 11.2 in respect of the Main Loading Dock, and in each Fiscal year shall be the amount as budgeted to Caretaking Services in the Annual Budget plus any additional Caretaking Services costs that are approved by the JLC pursuant to Section 9.4 in such Fiscal Year;
- (b) Repairs and Maintenance costs, which will be the costs of all Repairs and Maintenance for the MacEwan Building that the Manager is responsible to perform pursuant to the provisions of Section 10.6 and may, if authorized pursuant to Section 10.11 of this Agreement, include an 8% project management fee payable to the Manager. Such Repairs and Maintenance costs in each Fiscal Year shall be the amount as budgeted in the Annual Budget, plus any additional Repairs and Maintenance costs incurred during such Fiscal Year that are approved by the JLC pursuant to Section 10.10;
- (c) specific Manager costs which include:
 - (i) costs incurred in the contract with Vecova, who are the group of employees who do bottle and paper recycling for the entire University campus. Only the portion of the Vecova charges as applicable to the MacEwan Building which are not recoverable from grants from the University or third parties shall be included as such an expense;
 - (ii) costs incurred in the contract with DDRRC (the employees that clean the Food Court at peak times and who will be employees of the Manager as of the Commencement Date); and
 - (iii) the total yearly compensation paid by the Manager to the individuals occupying the position of Building Manager and Senior Operations Manager, which compensation shall include salaries, bonuses and benefits, but which aggregate compensation shall be capped at the sum of \$200,000.00 per year, together with an annual CPI Increase;
- (d) the total yearly compensation package (salary plus bonuses plus benefits) of the individual holding the position of Main Loading Dock Supervisor, which shall be a full time

position and where such yearly compensation shall be commensurate with industry standard compensation packages for such a position;

- (e) third party costs of the annual power wash and deep scrub of all floors and walls of the Main Loading Dock, if not included in the costs of Caretaking Services;
- (f) Main Loading Dock Repairs and Maintenance costs, which will be third party costs expended in repairing and maintaining the Main Loading Dock and which repairs shall be approved by the JLC if not included in the applicable Annual Budget. Such repair costs may include an 8% project management fee of the Manager where applicable in accordance with the provisions of Section 10.11(f);
- (g) the flushing of sanitary sewer lines as contemplated in Section 10.6; and
- (h) the cost of the annual review by the MacEwan Building Auditors in respect of MacEwan Building operations as contemplated in Section 7.3.

17.4 Allocated Recoveries Definition

“Allocated Recoveries” shall mean the aggregate of the following revenues:

- (a) Occupancy Costs – Caretaking, which shall include the category identified by the University as costs of caretaking in its Occupancy Costs Index and payable by:
 - (i) all Third Party Tenants in Third Party Commercial Space within Students' Union Allocated Space;
 - (ii) all Third Party Tenants in Third Party Commercial Space within University Allocated Space, including such space leased pursuant to Campus-Wide Occupation Agreements; and
 - (iii) any other occupant of the MacEwan Building that pays Occupancy Costs,it being acknowledged that such amount payable by Third Party Tenants will vary, depending on whether or not a Third Party Tenant is responsible for cleaning its own leased premises;
- (b) 90% of Occupancy Costs - Repairs and Maintenance, which shall include the category identified by the University as costs of maintenance and operation in its Occupancy Costs Index, and payable by:
 - (i) all Third Party Tenants in Third Party Commercial Space within Students' Union Allocated Space;
 - (ii) all Third Party Tenants in Third Party Commercial Space within University Allocated Space, inclusive of space leased pursuant to Campus-Wide Occupation Agreements; and
 - (iii) any other occupant of the MacEwan Building that pays Occupancy Costs.

The parties acknowledge that only 90% of such maintenance and operations costs in the Occupancy Costs are included in Allocated Recoveries, as they have determined that the remaining 10% shall be for the exclusive use of the University for maintaining and repairing Base Building Systems and Base Building Space;

- (c) the Management Fee payable by Third Party Tenants in Third Party Commercial Space within Students' Union Allocated Space pursuant to their respective Third Party Leases.
- (d) Occupancy Costs – Administration, being the category identified by the University as costs of administration in its Occupancy Costs Index and payable by:
 - (i) all Third Party Tenants in Third Party Commercial Space within Students' Union Allocated Space;
 - (ii) all Third Party Tenants in Third Party Commercial Space within University Allocated Space, including such space leased pursuant to Campus-Wide Occupation Agreements; and
 - (iii) any other occupant of the MacEwan Building that pays Occupancy Costs.
- (e) all portions of Common Costs of the Food Court payable by all Third Party Food Court Tenants in Third Party Commercial Space within Students' Union Allocated Space;
- (f) a deemed Common Costs of the Food Court expense as applicable to the following Third Party Tenants that operate food and beverage operations within the MacEwan Building but that do not pay Common Costs of the Food Court pursuant to their respective Third Party Leases:
 - (i) Aramark Canada Ltd., operating a Tim Horton's retail outlet;
 - (ii) La Taqueria; and
 - (iii) any future such Third Party Tenant where the JLC determines that such deemed amount should be included,

which deemed amount shall be a dollar amount per square foot of the rentable area being leased or occupied by such Third Party which is equivalent to the dollar amount per square foot of rentable area being charged as Common Costs of the Food Court in the then current standard form of Third Party Lease (for clarity, the JLC shall have no authority to make such determination in respect of an existing Third Party Tenant); and
- (g) the portion of the revenue received by the Manager as fees for Loading Dock usage pursuant to the provisions of Section 11.4, with the exception of any portion of such fees which, if approved by the JLC, is placed in a restricted fund for purposes of repair and replacement of the large baler and compactor in accordance with the provisions of Section 11.2(b). For the purposes hereof, if the Students' Union or the University themselves use a Loading Dock, they shall also be charged such a loading dock fee.

17.5 Net Allocated Space Definition

"Net Allocated Space" shall be mean the aggregate area of University Allocated Space and Students' Union Allocated Space.

The area in square metres of each component of Net Allocated Space has been calculated by the University and the Students' Union in accordance with the Plan and the Space Spreadsheet.

17.6 Actual Pro Rata Share Definition

The respective Actual Pro Rata Shares of the University and the Students' Union (the "**Actual Pro Rata Shares**") shall be calculated as follows:

- (a) the Actual Pro Rata Share of the Students' Union shall be the equivalent of the area of the Students' Union Allocated Space divided by the Net Allocated Space, expressed as a percentage; and
- (b) the Actual Pro Rata Share of the University shall be the equivalent of the aggregate area of the University Allocated Space divided by the Net Allocated Space, expressed as a percentage.

In the event that there is a change to the area of the Students' Union Allocated Space or the University Allocated Space in accordance with Article 21, then the respective Actual Pro Rata Shares shall be recalculated effective as of the end of the current Fiscal Year.

It is acknowledged that the Actual Pro Rata Shares of the University and the Students' Union is as detailed in the Space Spreadsheet, and as of the Execution Date is as follows:

The University - 46%
The Students' Union - 54%

17.7 Additional Management Compensation

"**Additional Management Compensation**" shall mean the compensation payable by the University to the Manager as contemplated in Section 9(b) of the Stakeholder Rights Agreement and designed to compensate the Manager for those expenses of the Manager that are incurred by the Manager in the performance of its obligations under this Agreement that are broader management obligations than the Manager's prior management obligations in respect of the MacEwan Building and which are not specifically included as an Allocated Cost, but which compensation shall be fixed, as the Commencement Date, in the sum of Seventy Five Thousand Dollars (\$75,000.00) per year together with a CPI Increase. The University acknowledges that for the first Annual Budget under this Agreement, the sum of Seventy Five Thousand (\$75,000.00) Dollars shall be payable to the Manager as the Additional Management Compensation on the basis of the estimated additional expenses to be incurred by the Manager in respect of: (i) cost of increased financial reporting obligations to the JLC as required pursuant to Article 7; (ii) costs relating to the administration of the Rental Account and the co-ordination of the annual auditing of the MacEwan Building statement of operations by the MacEwan Building Auditors in accordance with Section 6.7; and (iii) supervision and administration costs and costs of increased systems supports required to comply with obligations in respect of Third Party Tenant liaison, Tenant committees and surveys, the provision of Caretaking Services and Repairs and Maintenance for the MacEwan Building. Such Additional Management Compensation amount shall not be increased except by way of a CPI Increase, and shall only be reduced in future Annual Budgets to the extent that any such additional expenses are no longer being incurred by the Manager and there are no new additional expenses being reasonably incurred by the Manager in the performance of its obligations hereunder as shall be reported by the Manager to the JLC in accordance with its annual operations report pursuant to Section 7.4 and as reviewed and ultimately determined, if necessary, by the JLC based upon such operations report. In conjunction with the setting of each Annual Budget, the Additional Management Compensation for the forthcoming Fiscal Year shall be included therein and shall be the Additional Management Compensation Amount paid during the prior Fiscal Year, subject only to the applicable CPI Increase and any change as determined by the JLC in accordance with the foregoing. In the event of any dispute with respect to the actual Additional Management Compensation incurred by the Manager during any such Fiscal Year, such dispute shall be dealt with in accordance with the dispute resolution provisions of Section 17 of the Stakeholder Rights Agreement. There shall be

no requirement on the part of the Manager to report to the University or the JLC as to its use or allocation of the Additional Management Compensation.

17.8 Mechanics of Payment and Adjustments

The parties acknowledge that the majority of both Allocated Costs and Allocated Recoveries will either be known costs, costs capable of calculation by a formula or costs that are initially budgeted for in the Annual Budget. Accordingly, it is agreed that at the JLC meeting immediately prior to the commencement of each Fiscal Year, the JLC shall establish the estimated amounts of Allocated Costs and Allocated Recoveries in conjunction with the approval of the Annual Budget. Based on such estimates, there shall also be a calculation of the respective Pro Rata Shares of the Shared Costs payable by each of the University and the Students' Union and such estimated Shared Costs shall be payable by each of the University and the Students' Union to the Manager on a quarterly basis within thirty (30) days of the end of such quarter. In addition, the University shall pay to the Manager a quarterly amount within thirty (30) days of the end of such quarter for the Additional Management Compensation based on the estimate thereof as determined in accordance with Section 17.7.

At the end of each Fiscal Year, the actual amounts of all Allocated Costs and Allocated Recoveries shall be calculated as shall the Pro Rata Share of the Shared Costs payable by each of the University and the Students' Union. Further, the actual amounts of Additional Management Compensation shall be determined in accordance with the provisions of Section 17.7. Any necessary adjustments shall be made as between the Manager and the University within forty five (45) days of finalization of such amounts.

Any amount not paid when due pursuant to this Article 17 shall bear interest at the Prime Lending Rate plus three percent (3%) per annum, compounded monthly, not in advance.

Article 18 Default, Suspension and Resignation

18.1 Default

Each of the following shall be an event of default of either the Manager or the University, as the case may be:

- (a) whenever a party defaults in the payment of any monetary amount required to be paid under the provisions of Part C of this Agreement; or
- (b) whenever a party defaults in the performance of any of its other obligations under Part C of this Agreement and in the case of the Manager, if the Manager fails to disclose a matter required to be disclosed by the Manager to the University under Part C of this Agreement, if the Manager does not discharge its duties as required hereunder, if the Manager at any time refuses or fails to deliver any financial statements or other reporting pursuant to Article 7, or if the Manager does not have sufficient personnel available to properly discharge its obligations under Part C of this Agreement; or
- (c) whenever the Manager fails to obtain the required insurance coverage pursuant to Section 15.3 or if the University's insurance coverage is cancelled by reason of the acts or omissions of the Manager pursuant to Section 15.3; or
- (d) whenever a party takes any action or commences any proceeding or any action or proceeding is taken or commenced by another person or persons against such party in respect of the liquidation, dissolution or winding-up of such party; or

- (e) whenever a party is no longer validly constituted and subsisting under the Act; or
- (f) whenever a party takes any action or commences any proceeding or any action or proceeding is taken or commenced by another person or persons against such party relating to the reorganization, readjustment, compromise or settlement of the debts owed by such party to its creditors, including without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the making of an order under the *Companies Creditor Arrangement Act* (Canada), or the commencement of any similar action or proceeding by such party or such person or persons; or
- (g) whenever a party commits or threatens to commit any act of bankruptcy pursuant to or set out under the provisions of the *Bankruptcy and Insolvency Act* (Canada) or the filing of a petition for a receiving order against such party pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada) or a receiver, interim receiver and manager, agent, liquidator or other similar administrator is appointed in respect of any of the property of such party whether or not located within the MacEwan Building, or any part thereof, or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person of certain similar rights takes possession of such assets or any part thereof located within the MacEwan Building; or
- (h) whenever a writ of enforcement shall issue against a party or any of the goods, chattels, or equipment of the party shall be taken in execution or attachment or seized by any creditor of such party,

each of which events shall be a “**Default**”.

18.2 Notice of Default

Wherever an event occurs that constitutes a Default, the other party shall be obliged to provide a written notice of the Default to the defaulting party within thirty (30) days of such event occurring.

The parties acknowledge and agree that the events referenced in Section 15.1(a), (b) and (h) are “**Curable Defaults**” and the balance of the events referenced in Section 15.1 are “**Incurable Defaults**”.

18.3 Cure Periods

A party in Default pursuant to the provisions of Section 18.1(a) shall have a period of thirty (30) days from notice of such Default in order to cure the Default.

Where a party is in Default pursuant to the provisions of Sections 18.1(b) or (h) hereof, then such party shall have a period of ninety (90) days in which to cure such Default from the date of notice of such Default.

18.4 Incurable Defaults

For clarity, notice of an Incurable Default shall be provided to the party in Default and no action may be taken as a result of the Incurable Default until such notice is provided, but there shall be no cure period available with respect to an Incurable Default.

18.5 Dispute as to Existence of Default

In the event that, after receipt of a notice of Default, the party alleged to be in Default disputes that such Default exists, it shall be obliged to provide to the other party a written notice disputing

that it is in Default. If the parties cannot resolve such dispute between themselves, then such dispute shall be resolved in accordance with the provisions of Section 11(b) and Section 17 of the Stakeholder Rights Agreement. A Default shall be deemed to exist when the dispute resolution mechanics of Section 11(b) and Section 17 of the Stakeholder Rights Agreement have been fully completed such that there is a final determination that a Default has occurred, in which event the party determined to be in Default shall have the cure period, if applicable, available to it pursuant to the provisions of Section 18.3.

18.6 Suspension of Manager when in Default

Where the Students' Union is the Manager and a Default has occurred on the part of the Manager which has not been rectified within the applicable cure period (if such a cure period is available) and such Default is not disputed, or if disputed, there is a final determination that a Default has occurred on the part of the Manager pursuant to the provisions of Section 18.5, then the University shall have the right to suspend the Students' Union as Manager and to itself take over management of the MacEwan Building. Transitional mechanics shall be dealt with in accordance with Subsections 7(d) and 7(e) of the Stakeholder Rights Agreement and the Transitional Arrangements. Where the Students' Union has the continued legal capacity to act as the Manager in such circumstances, the transitional period shall be three (3) months (or such other time period as may be mutually agreed), but where there is an Incurable Default pursuant to the provisions of Section 18.1(c), (d), (e), (f) or (g), then the University shall immediately take over as Manager of the MacEwan Building and no transitional period shall be applicable.

Where the Students' Union is suspended as Manager, it is acknowledged, for clarity, that the balance of this Agreement, and specifically the provisions of Part D and Part E hereof, shall remain unaffected, except where otherwise specifically set forth herein.

Where the Students' Union is suspended as Manager of the MacEwan Building in accordance with the foregoing, the Students' Union can only be reinstated as Manager of the MacEwan Building in accordance with the following:

- (a) The Students' Union shall deliver written notice to the University that it desires to be reinstated as Manager;
- (b) The Students' Union provides evidence to the University, where applicable, that the Default that originally caused such suspension has been cured;
- (c) The Students' Union provides evidence to the University, acceptable to the University in its sole but reasonable discretion, that the factors causing the original Default have been resolved and that the current status of the Students' Union is such that it can reasonably carry on its' obligations as Manager and specifically, where applicable, provides evidence of legal capacity, financial ability, ability to provide appropriate personnel and ability to comply with all of the terms and conditions of the management obligations set forth in this Part C.

Upon receipt of all of the foregoing, the University shall determine whether the evidence that has been provided to it is acceptable. If so, the University shall notify the Students' Union accordingly and there shall be a three (3) month period of transition from the date of such notice by the University to the Students' Union of such reinstatement (or such other period of time as may be mutually agreed) to allow for the orderly transition of management functions back to the Students' Union, the mechanics of which transitional period shall also be dealt with in accordance with Subsections 7(d) and 7(e) of the Stakeholder Rights Agreement and the Transitional Arrangements.

18.7 Additional Remedies

In addition to the specific right in favour of the University to suspend the Manager in accordance with the provisions of Section 18.6, where there is an uncured Default on the part of the Manager that has not been disputed in accordance with Section 18.5, or if disputed, has determined with finality that the Manager is then in Default and all applicable cure periods have thereafter expired, then the University shall have all other legal remedies as against the Manager, with the exception that, in accordance with the Stakeholder Rights Agreement, the University shall not have the right to permanently terminate the Students' Union as Manager of the MacEwan Building.

Where the University is in Default after all applicable cure periods have expired and the University has not disputed such Default pursuant to the provisions of Section 18.5, or if the University has disputed the Default but there has been a final determination made that a Default on the part of the University exists, the Manager shall have the right to resign as more specifically set forth in Section 18.8, and in addition, the Manager shall have all legal remedies available to it arising from the Default of the University.

18.8 Resignation by Students' Union as Manager

As referenced in Section 18.7, the University shall have no unilateral permanent right of termination of the Students' Union as Manager of the MacEwan Building. However, the Students' Union shall have the right to resign as Manager of the MacEwan Building in accordance with the provisions of Section 9(a) of the Stakeholder Rights Agreement and upon such resignation, the University shall take over management of the MacEwan Building in accordance with the provisions of Section 7(e) of the Stakeholder Rights Agreement and the Transitional Arrangements. Notwithstanding any such resignation, the Students' Union shall have the right to be reinstated as the Manager upon the provision of written notice to the University of its desire to be reinstated, which right to be reinstated as the Manager of the MacEwan Building shall be effective upon completion of all Transitional Arrangements.

18.9 Expiry and Termination of this Agreement

The Students' Union acknowledges that in the event of the expiry of this Agreement, without any extension or replacement agreement having been executed or in the event that this Agreement terminates prior to the expiry of the Term as a result of the Redevelopment or Expansion of the MacEwan Building in accordance with the provisions of Section 39.2 and no replacement of this Agreement has been executed by the parties hereto, then the University shall take over management of the MacEwan Building in accordance with the provisions of Article 34. If, pursuant to any such extension or replacement agreement that is subsequently entered into, the Students' Union is to be reinstated as Manager, the mechanics of such reinstatement shall be as set forth in such extension or replacement agreement.

Part D Provisions Relating to Use of Space

Article 19 General Principles re: Use of Space

19.1 General Principles

The University acknowledges that, pursuant to the provisions of the Stakeholder Rights Agreement, the Students' Union has the inalienable right to occupy a portion of the MacEwan Building for the life of the MacEwan Building and to have exclusive access to such portion of the MacEwan Building, subject only to the exceptions set forth in Section 19.4 of this Agreement. As at the Commencement Date, such portion is the Students' Union Allocated Space and the

University acknowledges and agrees that Students' Union Allocated Space may only be changed in accordance with Section 21.1 or pursuant to an approved Redevelopment or Expansion.

19.2 Categorization of Space within the MacEwan Building

The parties acknowledge that pursuant to the provisions of the Stakeholder Rights Agreement and in particular, Appendix I thereto, allocation of space within the MacEwan Building has been set as being in one of four categories, namely:

- (a) Students' Union Allocated Space, which space is shown coloured in blue on Schedule B-1 to this Agreement;
- (b) University Allocated Space, which space is shown coloured as pink on Schedule B-1 to this Agreement;
- (c) Common Space, which is shown coloured in grey on Schedule B-1 to this Agreement; or
- (d) Base Building Space, as shown coloured as purple on Schedule B-1 to this Agreement.

19.3 Classification of Certain Allocated Space

The parties acknowledge that Students' Union Allocated Space and University Allocated Space shall be classified as one of three classifications as follows, namely:

- (a) Non-Revenue Generating Space, being space within Students' Union Allocated Space shown coloured yellow on Schedule B-2 to this Agreement and being the space within University Allocated Space shown coloured pink on Schedule B-2;
- (b) Revenue Generating Space, being space within Students' Union Allocated Space shown coloured as light green on Schedule B-2 to this Agreement and being a portion of the space within University Allocated Space shown coloured lime green on Schedule B-2 to this Agreement, it being acknowledged that, as at the Execution Date, there is currently no differentiation as between Revenue Generating Space and Third Party Commercial Space within University Allocated Space on Schedule B-2; or
- (c) Third Party Commercial Space, being space within Students' Union Allocated Space shown coloured as blue on Schedule B-2 to this Agreement and being a portion of the space within University Allocated Space shown coloured lime green on Schedule B-2 to this Agreement, it being acknowledged that, as at the Execution Date, there is currently no differentiation as between Revenue Generating Space and Third Party Commercial Space within University Allocated Space on Schedule B-2.

The parties acknowledge that the classification of Students' Union Allocated Space and University Allocated Space in accordance with the foregoing has been based on the primary use of such space.

19.4 Exceptions as to the Students' Union Exclusive Use of Students' Union Allocated Space

Notwithstanding the provisions of Section 19.1 hereof, the Students' Union acknowledges that its exclusive right to the use of Students' Union Allocated Space shall be subject to the following:

- (a) the provisions of Section 16 of the Stakeholder Rights Agreement;
- (b) the provisions and restrictions of the Act, and any regulations promulgated under the Act;

- (c) applicable Building Policies, Operating Standards and Procedures;
- (d) those of the Building Standards which reflect then current laws, regulations, building codes or life safety codes or other amended Building Standards as determined from time to time in accordance with Section 8.1 and which affect the right of the Students' Union to access or use Students' Union Allocated Space;
- (e) any change in Students' Union Allocated Space which occurs in accordance with the provisions of Section 21.1 of this Agreement;
- (f) any change in classification of any portion of the Students' Union Allocated Space made in accordance with the provisions of Section 21.2 of this Agreement;
- (g) the limited rights of access to Students' Union Allocated Space by the Manager in accordance with the provisions of Sections 8.3, 9.1, 10.1, 10.4 and 10.12 and Article 12 of this Agreement, except where the University is the Manager pursuant to a Manager Replacement Event, in which case no such limited rights in favour of the Manager shall apply ; and
- (h) the limited right of access to Students' Union Allocated Space by the University in accordance with the provisions of Sections 8.4, 10.1, 14.2, 14.3 and 14.4 of this Agreement.

19.5 Space Spreadsheet

The parties acknowledge that, for ease of reference, the categorization of all space within the MacEwan Building as referenced in Section 19.2 and the classification of certain Allocated Space as referenced in Section 19.3 has been extrapolated from the Plans and has been set forth in the Excel space spreadsheet attached hereto as Schedule C (the "**Space Spreadsheet**").

Article 20 Rights to Allocated Space

20.1 Students' Union Allocated Space

The Students' Union shall be entitled to exclusive use of the Students' Union Allocated Space subject only to the provisions of Section 19.4 of this Agreement.

Subject to the provisions of Article 17 of this Agreement, the Students' Union shall be entitled to retain all revenue received from Third Party Leases of portions of Third Party Commercial Space within Students' Union Allocated Space and of any revenue received pursuant to Occupancy Agreements in respect of Revenue Generating Space within Students' Union Allocated Space, with the exception only of Occupancy Costs and Consumables, as applicable, which shall be for the benefit of the University.

20.2 University Allocated Space

Subject to the Manager's rights in Part C of this Agreement, the University shall be entitled to the exclusive use of the University Allocated Space.

Subject to the provisions of Article 17, the University shall be entitled to all revenues received pursuant to Third Party Leases (inclusive of Campus-Wide Occupation Agreements) within University Allocated Space and any revenue received pursuant to from Occupancy Agreements in any Revenue Generating Space within University Allocated Space.

20.3 Common Space

The parties acknowledge that the portions of the MacEwan Building that have been allocated as Common Space are *prima facie* for the benefit of all members of the University community and the public at large.

Notwithstanding the foregoing, the Students' Union shall have certain rights with respect to the bookings of tables and other space within the Common Space in accordance with the provisions of Article 23 of this Agreement.

20.4 Base Building Space

The parties acknowledge the Base Building Space has been allocated as such in order to identify the areas of the MacEwan Building that relate to Base Building Systems. As a result of the University's responsibility with respect to Structural Components and Base Building Systems, the University shall have exclusive rights of access and use of Base Building Space, subject only to the rights of the Manager in accordance with the provisions of Part C of this Agreement.

20.5 Building Standards and Building Policies, Operating Standards and Procedures

Notwithstanding any exclusive right to use of Allocated Space within the MacEwan Building, any party having such a right of exclusive use acknowledges that, at a minimum, it is required to comply with applicable Building Policies, Operating Standards and Procedures and, where applicable, to keep and maintain such portions of the MacEwan Building in accordance with the Building Standards. Should such party desire to exceed any such Building Standards, it may do so only in accordance with the provisions of Sections 9.5 and 10.9(n).

Article 21 Changes to Categorization and Classification

21.1 Changes to Categorization of Space

The current categorization of space within the MacEwan Building as set forth in Section 19.2 and as depicted on Schedule B-1 of this Agreement can only be amended upon mutual agreement of the parties, acting reasonably, and subject to the guiding principles as set forth in Section 4 of the Stakeholder Rights Agreement.

For purposes of calculation of Net Allocated Space and the respective Pro Rata Shares of the Students' Union and the University, the University covenants and agrees that whenever there is a change in categorization of space within the MacEwan Building, a drawing of the affected space shall be prepared on 8½ x 11 inch paper within ninety (90) days of such change and copies thereof shall be delivered to the parties. The Space Spreadsheet shall be amended by the University annually (if necessary) based on any such change drawings produced during the current Fiscal Year and copies of the revised Space Spreadsheet will be provided to the other parties. The Plan shall be amended by the University (if necessary) every five (5) years calculated from the Commencement Date based on the aggregate amendments as disclosed by the Space Spreadsheets during such five (5) year period.

21.2 Changes to Classification of Space

The current classification of Students' Union Allocated Space and University Allocated Space as set forth in Section 19.3 and as depicted on Schedule B-2 of this Agreement can only be changed by the JLC having regard to the overriding principles as set forth in Section 8(b) of the Stakeholder Rights Agreement.

Article 22

Basic Rent, Percentage Rent, Occupancy Costs and Consumables

22.1 Obligation to Pay Basic Rent, Percentage Rent, Occupancy Costs and Consumables

The principles with respect to charging a Third Party Tenant or other occupant of the MacEwan Building any of Basic Rent (as well as Percentage Rent if applicable), Occupancy Costs or Consumables are as set forth in Section 10(e) of the Stakeholder Rights Agreement. Specific provisions respecting the collection and distribution of any applicable Basic Rent, Percentage Rent, Occupancy Costs and Consumables are set forth as follows:

- (a) none of Basic Rent, Percentage Rent, Occupancy Costs or Consumables will be charged on Non-Revenue Generating Students' Union Allocated Space or on Non-Revenue Generating University Allocated Space;
- (b) Basic Rent, Percentage Rent and Occupancy Costs will not be charged on Revenue Generating Students' Union Allocated Space or Revenue Generating University Allocated Space, but Consumables will be charged in respect of such space. Consumables shall be collected by the party entitled to such Allocated Space and shall be paid over to the University in order to offset a portion of the costs of Consumables incurred by the University in connection with the operation and occupancy of the MacEwan Building. It is acknowledged that the University is the sole party having a contractual relationship with the supplier of Consumables to the MacEwan Building. It is specifically acknowledged that Consumables shall not be included as Allocated Recoveries for the purposes of Article 17 of this Agreement;
- (c) Basic Rent (as well as Percentage Rent if applicable) and Occupancy Costs will be charged on all space that is Third Party Commercial Space within Students' Union Allocated Space. Where such space is leased to a Third Party Tenant pursuant to a Third Party Lease, it is acknowledged that such Basic Rent (as well as Percentage Rate if applicable) and Occupancy Costs will be collected by the Manager pursuant to the provisions of Section 6.2 of this Agreement. As set forth in Section 21.1, the Consumables collected by the Manager (inclusive of those collected as a component of Occupancy Costs) shall be forwarded to the University as shall all Occupancy Costs. Basic Rent (as well as any Percentage Rent, if applicable), shall be disbursed by the Manager in accordance with the provisions of Section 6.2. It is specifically acknowledged that only those portions of Occupancy Costs specifically referenced in Section 17.4 shall be included as Allocated Recoveries for the purposes of Article 17, and that all Common Costs of the Food Court and the Management Fee shall be included as Allocated Recoveries for the purposes of Article 17;
- (d) with respect to any Basic Rent (as well as Percentage Rent, if applicable), Occupancy Costs and Consumables paid pursuant to a Third Party Lease within University Allocated Space or pursuant to Campus-Wide Occupation Agreements, the University shall be entitled to collect such revenue in accordance with the provisions of Section 14.10 of this Agreement. No such revenue shall be included as Allocated Recoveries in accordance with the provisions of Article 17 of this Agreement (but it is acknowledged that there are certain deemed amounts included as an Allocated Recovery in respect of such Campus-Wide Occupation Agreements as more particularly set out in Section 17.4); and
- (e) it is acknowledged that the space occupied by the Graduate Students' Association which is being operated as the "Last Defence Lounge" as at the Execution Date, or any other commercial or retail business that may be operated by the Graduate Students' Association during the Term has been classified, as at the Execution Date, as Third Party

Commercial Space, but that notwithstanding anything set forth in this Section 21.1, only Consumables shall be paid in respect of such space.

Article 23

Short Term Rentals of Common Space

23.1 Responsibility for Booking of Common Space

The Students' Union shall be responsible for all bookings of portions of Common Space and tables within the MacEwan Building subject only the following:

- (a) compliance with Building Policies, Operating Standards and Procedures;
- (b) co-ordination through the Manager in accordance with the provisions of Section 4.7;
- (c) compliance with the current protocol whereby the Students' Union shares information with respect to potential bookings of Common Space with the Manager and Campus Security in order to allow for a collaborative approach to management of the bookings from a security, risk, insurance and other good management perspective, which current protocol may be amended from time to time by mutual agreement of the parties or as may be determined by the JLC; and
- (d) the Students' Union shall ensure that any party booking any such portion of Common Space shall, for the duration of such booking, carry commercial general liability insurance coverage in respect of the booking activities of such party, which coverage shall be similar to the commercial general liability coverage required to be carried by the Students' Union in accordance with Section 26.2, but where the minimum amount of such coverage shall be One Million (\$1,000,000.00) Dollars per occurrence, and both the Students' Union and the University shall be additional insureds under such coverage. The Students' Union shall provide evidence of such insurance coverage in respect of any such booking upon request by the University. The University may from time to time, acting reasonably, increase the minimum amount of such coverage and require such an increase or other types of coverage where the nature of the booking or the party making the booking so warrants in the reasonable opinion of the University. Notwithstanding the foregoing, the Students' Union may apply to the Director, Risk Management & Insurance of the University (or equivalent position, from time to time) for a waiver of the requirement for such insurance from a booking party, which waiver shall be provided in the sole discretion of the Director, Risk Management & Insurance based upon the nature of the table booking, the business of the booking party, the goods and materials being brought into the MacEwan Building and all other relevant risk considerations. Such waiver can either be on a single booking basis or may be granted on a global basis as to a specific booking party.

23.2 Revenue from Common Space Bookings

All revenues derived from bookings in Common Space shall be for the sole benefit of the Students' Union, and no such revenue shall be included as Allocated Recoveries for the purposes of Article 17.

Article 24

Caretaking Services to Students' Union Allocated Space

24.1 Caretaking Services to Students' Union Allocated Space

The Manager shall be responsible for the provision of Caretaking Services to Students' Union Allocated Space, with the exception of space leased to Third Party Tenants. The cost of such Caretaking Services shall be included as an Allocated Cost in accordance with the provisions of Section 17.3(a), except for any costs of Caretaking Services that the Students' Union desires to effect in excess of the service levels contemplated in the Caretaking Standards component of Building Services, where the incremental costs incurred in achieving the excess service level shall be reported to the JLC and shall be solely borne by the Students' Union in accordance with Section 9.5. This Section shall not apply where the University is the Manager pursuant to a Manager Replacement Event, in which event the Students' Union shall provide Caretaking Services to Students' Union Allocated Space to at least the service level standards as set forth in the Caretaking Standards component of Building Standards.

24.2 Caretaking Services to Loading Docks

The Manager shall be responsible for the provision of all Caretaking Services to the Loading Docks, with the exception of snow removal and gravel sweeps which is a University responsibility in accordance with Section 14.5. The costs of Caretaking Services to the Loading Docks shall be an Allocated Cost in accordance with the provisions of Section 17.3(a), except where the University is the Manager pursuant to a Manager Replacement Event, in which event Manager shall be responsible for the provision of Caretaking Services to the Main Loading Dock and the Students' Union shall be responsible, at its cost, for Caretaking Services to the Conference and Events Loading Dock to at least the service level standards as set forth in the Loading Dock standards component of Building Standards.

Article 25

Repairs and Maintenance to Students' Union Allocated Space

25.1 Responsibility for Repairs and Maintenance to Students' Union Allocated Space

The Manager shall be responsible for Repairs and Maintenance to Students' Union Allocated Space pursuant to the provisions of Section 10.9, subject only to the following exceptions:

- (a) to any Structural Components of the MacEwan Building within Students' Union Allocated Space; and
- (b) to any components of Base Building Systems within Students' Union Allocated Space,

which shall be the responsibility of the University in accordance with the provisions of Article 14.

Costs associated with Repairs and Maintenance of Students' Union Allocated Space shall be included as an Allocated Cost in accordance with Section 17.3(b), except for any costs of Repair and Maintenance that the Students' Union desires to effect in excess of the service levels contemplated in the Maintenance and Operations Standards component of Building Standards, where the incremental costs incurred in achieving the excess service level shall be reported to the JLC and shall be solely borne by the Students' Union in accordance with Section 10.9(n). The foregoing provisions of this Section 25.1 shall not apply where the University is the Manager pursuant to a Manager Replacement Event, in which event the Students' Union shall provide Repairs and Maintenance to Students' Union Allocated Space to at least the service level standards as set forth in the Maintenance and Operations Standards component of Building Standards.

The Students' Union covenants to use reasonable commercial efforts to keep the Students' Union Allocated Space in good condition, having regard to the age of the building and the Building Standards, reasonable wear and tear excepted.

The obligations of the Students' Union pursuant to this Article 25 shall not apply to Renovations and Improvements which are dealt with in accordance with Section 14 of the Stakeholder Rights Agreement and Article 38 of this Agreement, nor to a Redevelopment or Expansion which is to be dealt with by the Redevelopment Committee in accordance with the provisions of Section 12 of the Stakeholder Rights Agreement and Article 39 of this Agreement.

25.2 Hazardous Materials

In the event the Students' Union discovers any potential hazardous materials within Students' Union Allocated Space such as mould, asbestos or other hazardous material which was introduced at the time of construction, repair or renovation of the MacEwan Building, or created as a result of the operation of the MacEwan Building, the Students' Union shall notify the University forthwith. The University shall be responsible for establishing a remediation program in respect of asbestos (which may only be required to be initiated at the time of removal of such asbestos) and for the removal or remediation of the hazardous materials introduced at the time of construction, repair or renovation of the MacEwan Building. Any removal of asbestos or other hazardous materials introduced at the time of construction, repair or renovation of the MacEwan Building or of any components containing such substances shall constitute a Repair and Maintenance of Base Building Systems and accordingly, shall be the responsibility of the University. Any costs incurred in the removal and remediation of mould or other hazardous materials created as a result of the operation of the MacEwan Building from Students' Union Allocated Space shall be the responsibility of the Students' Union.

The Students' Union shall request written approval of the University before bringing any controlled products, including chemical, biological and radioactive materials into the MacEwan Building, with the exception of cleaning products required in the normal course of operations within the MacEwan Building. Such controlled products (inclusive of cleaning products that are controlled products), shall be used, stored and disposed of in accordance with all laws, regulations and policies of any Governmental Authority and any hazardous waste shall be similarly disposed of by the Students' Union.

25.3 Repairs and Maintenance to Conference and Events Loading Dock

The Students' Union shall be solely responsible for the Repairs and Maintenance to the Conference and Events Loading Dock and for all costs thereof, with the exception of any Structural Components or Base Building Systems within the Conference and Events Loading Dock and snow removal and gravel sweeps to the ramp for the Conference and Events Loading Dock and access areas leading to such ramp, which shall be the responsibility of the University.

Article 26 Insurance and Indemnities

26.1 University's Insurance

The University shall obtain the insurance coverage required pursuant to the provisions of Section 15.1 of this Agreement and shall have the right to self-insure with respect to all or some of the University's insurance coverage in accordance with the provisions of Section 15.2 of this Agreement. The Students' Union specifically acknowledges that the University's insurance covers loss or damage to walls that separate Students' Union Allocated Space from any other space categorization within the MacEwan Building.

26.2 Students' Union Insurance

The Students' Union shall, at its own expense, obtain the following insurance coverage throughout the Term:

- (a) Commercial General Liability insurance, in an amount not less than Five Million (\$5,000,000) Dollars per occurrence (annual general aggregate, if any, not less than \$5,000,000), insuring against claims of bodily injury, death and property damage, arising out of operations in connection with the Students' Union business and activities carried on in the MacEwan Building. Such insurance shall include the following extensions: tenant's legal liability, alcohol liability, contractual liability, owners and contractors protective; products and completed operations. This policy will also include a limited pollution coverage endorsement for not less than \$1,000,000.00;
- (b) All-Risks Property insurance on all fixtures for which the Students' Union is legally liable, which is installed, located or situate within the Students' Union Allocated Space or elsewhere within the MacEwan Building, in an amount not less than the full replacement cost thereof without deduction for depreciation; such insurance shall be subject to a replacement cost endorsement and shall include a stated amount co-insurance clause and a breach of conditions clause;
- (c) crime insurance, including coverage for employee theft, in an amount not less than fifty thousand (\$50,000.00) Dollars per occurrence; and
- (d) such other coverage or increases as the University may from time to time reasonably require, upon not less than thirty (30) days' notice to the Students' Union at any time during the Term.

The Students' Union insurance coverage set forth above shall be primary coverage and will respond to any allegation, claim, loss, damage or judgment, or other causes of action arising from the performance by the Students' Union of its obligations under this Agreement. The University shall be an additional insured on all such insurance coverage. The Students' Union shall use reasonable efforts to request that the policies of insurance shall provide at least 30 days prior notice of cancellation or any material change in coverage that would result in coverage of less than the minimum amount set above to the University.

The Students' Union shall provide to the University at the Commencement Date, and at least 10 days prior to renewal of all insurance referred to in this Section 26.2, certificates of insurance evidencing the required Students' Union insurance coverage.

For clarity, except as set forth in Section 26.2(b), there shall be no obligation on the part of the Students' Union to obtain insurance coverage on its personal property that is not permanently affixed to the MacEwan Building for the benefit of the University, nor to provide evidence thereof to the University if it chooses to obtain same.

The Students' Union will not do or permit to be done, or omit to do anything, or store, or allow to be stored any goods or materials in the MacEwan Building, which will directly or indirectly cause the University's rate of insurance upon the MacEwan Building and improvements thereon, or any part thereof of the University's liability insurance in respect thereof, to be increased or leading to the cancellation of the University's insurance. If the University's insurance policy is cancelled by an insurer by reason of the Students' Union's business carried on in the MacEwan Building or its use and occupation of Students' Union Allocated Space, then this shall be a Default pursuant to Section 32.1(d).

In conjunction with any Repairs and Maintenance being undertaken by the Manager or the Students' Union in Students' Union Allocated Space other than Third Party Commercial Space, the Students' Union shall be responsible for accompanying the University and its insurers, or their representatives during any such inspection of any such Repairs and Maintenances, or any periodic insurer inspection as to the state of Repairs and Maintenance of such portion of the Students' Union Allocated Space. The Students' Union shall be responsible for compliance with the recommendations arising from such inspections.

26.3 Subrogation Rights

The University shall have all rights of subrogation against the Students' Union and anyone for whom the Students' Union is at law responsible where there is loss or damage to Structural Components, Base Building Space, University Allocated Space, Common Space and/or Base Building Systems, resulting from the actions, negligence or acts of wilful misconduct of the Students' Union or anyone for whom the Students' Union is at law responsible.

The Students' Union insurance as set forth in Section 26.2 shall contain a waiver of any rights of subrogation with respect to anything required to be insured against by the Students' Union thereunder, and any of its improvements, trade fixtures and personal property, which the Students' Union's insurer may have against the University and those for whom the University is at law responsible, whether or not the damage is caused by the University or anyone for whom the University is at law responsible.

26.4 Premium Costs

The Students' Union shall be responsible for all premium costs associated with insurance that the Students' Union takes out and retains in effect pursuant to Section 26.2 of this Agreement.

The Students' Union shall be required to handle any claims to be made to its insurer in respect of the insurance that the Students' Union takes out and retains in effect pursuant to Section 26.2 at its sole cost.

26.5 Deductibles

If the Students' Union makes a claim against its insurance to cover any loss or damage, the Students' Union shall be solely responsible for any deductibles in respect of such claim. If the University is making a claim against its insurance to cover any loss or damages, then, except in circumstances where the University or its insurer has the right of subrogation in respect of such claim (in which case the right of subrogation shall include any deductible under the University's insurance policy), the University shall be solely responsible for any deductible in respect of such claim.

26.6 Cross Indemnities

The University shall indemnify and save harmless the Students' Union against and from any and all expenses, costs, damages, suits, actions, liabilities or claims arising out of any acts or omissions of the University hereunder, and from all claims and demands of every kind or nature made by any person or persons to or against the Students' Union, for all and every manner of cost, damages or expenses incurred by or injury (including death resulting at any time therefrom) or damage to such person or persons or his, her or their property, which demands or claims may arise howsoever out of the University's ownership of the MacEwan Building and occupation of portions thereof, except to the extent that the costs, damages, loss or expenses are incurred as a result of the gross negligence or acts of wilful misconduct of the Students' Union or those for whom it is at law responsible, in which event this indemnity shall not apply and the Students'

Union shall be responsible for any deductible that the University may be required to pay if it makes a claim on the University's insurance.

The Students' Union shall indemnify and save harmless the University against and from any and all expenses, costs, damages, suits, actions, liabilities or claims arising out of any acts or omissions of the Students' Union under this Part D of this Agreement, and from all claims and demands of every kind or nature made by any person or persons to or against the University, for all and every manner of cost, damages or expenses incurred by or injury (including death resulting at any time therefrom) or damage to such person or persons or his, her or their property, which demands or claims may arise howsoever as a result of the actions of the Students' Union in performing its obligations under Part D of this Agreement or in the Students' Union occupation of the Students' Union Allocated Space, and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon, unless the costs, damages, losses or expenses are incurred as a result of the gross negligence or acts of wilful misconduct of the University or anyone for whom the University is at law responsible, in which event this indemnity shall not apply and the University shall be responsible for any deductible that the Students' Union may be required to pay if it makes a claim on the Students' Union insurance.

Article 27

Students' Union Signage

27.1 Signage Rights within Students' Union Allocated Space

The Students' Union shall be entitled to unfettered signage rights within the Students' Union Allocated Space which is not categorized as Third Party Commercial Space, provided that such signage is not on windows or walls facing the Common Space and provided that such signage is not Offensive Signage.

Where signage within Students' Union Allocated Space is on windows or walls facing the Common Space, then the Students' Union Signage and Advertising Policies shall apply to such signage.

27.2 Advertising and Electronic Way-Finding Signage

The Students' Union shall be entitled to install, operate and control Electronic Way-Finding Signage within the MacEwan Building including interactive electronic directory boards. It is acknowledged that all Electronic Way-Finding Signage within the MacEwan Building as of the Execution Date is owned by the Students' Union. The Students' Union acknowledges that the University shall, in the future, have the right to install electronic or digital campus-wide way-finding signage within the MacEwan Building in accordance with Section 13.2. The University agrees that it will consult with the Students' Union if the University determines that it desires to install such campus-wide way-finding signage, but the Students' Union acknowledges that the final decision in this regard shall rest with the University.

The Students' Union shall also be entitled to install, operate and control advertising within the MacEwan Building including television and electronic screen advertising (including the electronic advertising currently known as EBBN as at the Execution Date), other television and electronic screen advertising and tabletop, washroom and similar signage, some or all of which the Students' Union may arrange through third party commercial advertising contractors.

Management of all such Electronic Way-Finding Signage shall be managed in accordance with the Students' Union Signage and Advertising Policies. Further, such signage shall not be Offensive Signage, nor shall the advertising signage favour any Third Party Tenant over another such Third Party Tenant.

Any new or additional electronic signage hardware that the Students' Union desires to install within or visible from Common Space shall require the approval of the JLC. Any existing service provider of electronic signage within or visible from Common Space may be replaced at the discretion of the Students' Union, but if a change of service provider results in a change in scope and scale of any such electronic advertising, then the approval of the JLC shall also be required.

Any amendments that the Students' Union desires to make to the Students' Union Signage and Advertising Policies as applicable to signage and advertising in Common Space shall require the approval for use of the JLC.

27.3 Signage by External Parties

There shall be no signage in the MacEwan Building or solicitations from parties that have no relationship to either the University or the Students' Union or any club, association or organization affiliated therewith, without the mutual approval of both the Students' Union and the University. Notwithstanding the foregoing, external solicitations and signage are acceptable if occurring at a table or other area in the Common Space that has been booked through the Students' Union pursuant to Section 23.1.

27.4 Students' Union Bulletin Boards

The parties acknowledge that as at the Execution Date, there are currently four (4) glass encased bulletin boards within the MacEwan Building (the "**Students' Union Bulletin Boards**") that have been installed by the Students' Union. With respect to such Students' Union Bulletin Boards, the Students' Union shall have the sole right to determine the protocol and guidelines with respect to signage that is capable of being posted on the Students' Union Bulletin Boards and the duration that such signage may remain posted. Notwithstanding the foregoing, in no event shall any signage on the Students' Union Bulletin Boards be Offensive Signage.

In the event that the Students' Union desires to add additional Students' Union Bulletin Boards within the MacEwan Building, it shall first obtain the approval of the JLC.

27.5 Students' Union Election Signage

The Students' Union shall have the pre-emptory right to allow Election Signage to be posted within the MacEwan Building during the Students' Union election period. The posting of Election Signage shall be in accordance with policies and guidelines as established from time to time by the Students' Union, provided always that:

- (a) no Election Signage can be Offensive Signage;
- (b) the Manager, in consultation with the Students' Union, shall be entitled to set the time period following the completion of the Students' Union election for the removal of all Election Signage in accordance with Section 13.1 of this Agreement;
- (c) the Manager, in consultation with the Students' Union, shall be entitled to determine which surfaces in the MacEwan Building are not available for the posting of Election Signage in accordance with the provisions of Section 13.1 of this Agreement; and
- (d) no Election Signage shall obscure any other legitimate signage posted and entitled to remain posted within the MacEwan Building.

Enforcement of all obligations with respect to Election Signage including the determinations made by the Manager pursuant to Subsections (b) and (c) of this Section 27.5 shall be made by the General Manager or designate of the Students' Union.

Article 28 Access, Locks and Card Readers

28.1 Rights of Access to Students' Union Allocated Space

As contemplated by Section 10 of the Stakeholder Rights Agreement and subject to the rights of Third Party Tenants or other occupants of Students' Union Allocated Space pursuant to an Occupancy Agreement, and subject to the limited access rights of the University and the Manager in accordance with the provisions of Sections 19.4(a) and 19.4(h) of this Agreement, the Students' Union shall have unrestricted and exclusive access to all Students' Union Allocated Space and unrestricted but non-exclusive rights of access to the Common Space. The Students' Union shall have no rights of access to University Allocated Space or to Base Building Systems Space at any time. The Students' Union right of access to Students' Union Allocated Space shall, however, be subject to the following:

- (a) any restrictions or notice requirements in any space leased pursuant to a Third Party Lease or occupied by a Third Party pursuant to any Occupancy Agreement; and
- (b) in an emergency situation or in the course of Repair and Maintenance to Structural Components or Base Building Systems within the Students' Union Allocated Space or in the course of completion of an approved Renovation or Improvement, in which event either the University or the Manager shall have such rights of access for such limited purposes.

Except in such emergency situations or in the course of completion of a Repair and Maintenance or an approved Renovation or Improvement as aforesaid, neither the University nor the Manager shall restrict the Students' Union access to entrances to the MacEwan Building, to any Common Space or to any portion of the Students' Union Allocated Space.

28.2 Locks and Security Systems

The Students' Union will not change the locks or install a security system or other method of controlling access to any parts of the Students' Union Allocated Space without the University's prior written approval. If any such locks, security system or other method of controlling access are changed or installed by the Students' Union, the Students' Union will provide forthwith the keys or codes required to gain access to such portions of the Students' Union Allocated Space. Further, any new keys or security system will be ordered through the University's lock shop or other University authorized security provider.

Article 29 Catering

29.1 Students' Union Catering Rights

The Students' Union shall have the exclusive right to provide catering services for all food and alcohol being served within the MacEwan Building, with the exception only of events held exclusively in University Allocated Space where the University shall have the sole discretion as to the provider, and method of preparation and delivery, of food and alcohol, inclusive of the right to contract with the Students' Union to provide food and alcohol at any such events.

Article 30 Promotion Fund

30.1 Students' Union Responsibility for Promotion Fund

Notwithstanding that the Students' Union is not a party to any Third Party Lease (except in its capacity as Manager), the Students' Union shall have the primary responsibility with respect to the establishment and management of a program of promotional activities in order to comply with the obligation of the landlord pursuant to Third Party Leases where any Third Party Tenant or other occupant is required to pay into such a Promotion Fund.

The Students' Union shall be entitled to receive all Promotion Fund monies paid pursuant to such Third Party Leases from the Manager who shall collect same in accordance with the provisions of Section 6.2 of this Agreement and the Students' Union shall account back to the Manager with respect to the expenditure of those funds in order that the Manager can report to Third Party Tenants and other occupants paying into the Promotion Fund as may be required pursuant are applicable to Third Party Leases.

It is acknowledged by the University that so long as there are no complaints from Third Party Tenants or other occupants with respect to the Promotion Fund program, then the Students' Union shall be entitled to operate such Promotion Fund program in its discretion.

30.2 Complaints and Disputes

If there are any complaints with respect to the manner in which the Promotion Fund program is being operated by the Students' Union or in respect of the manner of reporting as to the use of the Promotion Fund monies, then either the Manager or the University shall be entitled to refer the matter to the JLC for review. In the event that an applicable Third Party Tenant or other occupant paying into the Promotion Fund makes a claim in respect of the use of the Promotion Fund monies as against the University or the Manager as signatories to the Third Party Lease, the Students' Union may be delegated by the University and the Manager to resolve such dispute or to otherwise handle the dispute; provided that the Students' Union shall fully indemnify each of the Manager and the University from any loss, claims or damages that may be suffered by the Manager or the University and arising from such claim by a Third Party Tenant or other occupant.

30.3 Campus-Wide Occupation Agreements

The Students' Union acknowledges that no Campus-Wide Occupation Agreement shall contain an absolute requirement for payment into the Promotion Fund, but that the Students' Union shall be entitled to approach any tenant pursuant to a Campus-Wide Occupation Agreement to determine if they wish to voluntarily participate in all or a portion of the promotional activities at an appropriate cost.

Article 31 Security within Students' Union Allocated Space

31.1 Responsibility for Security within Students' Union Allocated Space

The Students' Union shall be *prima facie* responsible for all aspects of security within Students' Union Allocated Space which is not Third Party Commercial Space. Notwithstanding the foregoing, the University, through Campus Security, shall have the right to deal with those security issues specifically set forth in Sections 12.2(d), 12.3 and 14.2.

31.2 Licensed Premises

Notwithstanding the foregoing provisions of this Article 31, any security issues relating to licensed premises within the Students' Union Allocated Space shall be dealt with in accordance with the Beverage Management Agreement.

31.3 Collaboration regarding Security Matters

The Students' Union shall collaborate with Campus Security to obtain mutual agreement in all security matters within the Students' Union Allocated Space, recognizing that if there is a disagreement on safety and security planning, Campus Security shall be the final authority and that Campus Security shall always have the right to act in the event of an emergency situation.

In the event of security incidents involving premises for which the Students' Union is primarily responsible, including security incidents within Students' Union Allocated Space, the Students' Union shall notify the University, Campus Security and the Manager in respect of such incident as soon as is practicable.

31.4 Security Cameras

The University acknowledges and agrees that the Students' Union shall be entitled to install security cameras within Students' Union Allocated Space for its own internal purposes. The Students' Union shall notify the University and the Manager in the event that it desires to install additional security cameras within Students' Union Allocated Space over and above the security cameras that exist as at the Execution Date and shall ensure that in the course of installation of such security cameras, the Students' Union complies in all respects with the Repairs and Maintenance Approval Protocol as if it were the Manager thereunder.

Article 32 Default and Termination

32.1 Default

Each of the following shall be an event of default of either the Students' Union or the University, as the case may be:

- (a) whenever a party defaults in the payment of any monetary amount required to be paid under the provisions of Part D of this Agreement; or
- (b) whenever a party defaults in the performance of any of its other obligations under Part D of this Agreement, including a failure to disclose a matter required to be disclosed by a party to the other party under Part D of this Agreement; or
- (c) whenever a party is in default of any obligation under the Act where such default impacts such party's rights and obligations with respect to the MacEwan Building, but such default does not result in the party no longer being validly constituted and subsisting under the Act;
- (d) whenever the Students' Union fails to obtain the required insurance coverage pursuant to Section 26.2 or if the University's insurance coverage is cancelled by reason of the acts or omissions of the Students' Union pursuant to Section 26.2; or
- (e) whenever a party takes any action or commences any proceeding or any action or proceeding is taken or commenced by another person or persons against such party in respect of the liquidation, dissolution or winding-up of such party; or

- (f) whenever a party is no longer validly constituted and subsisting under the Act; or
- (g) whenever a party takes any action or commences any proceeding or any action or proceeding is taken or commenced by another person or persons against such party relating to the reorganization, readjustment, compromise or settlement of the debts owed by such party to its creditors, including without limitation, the filing of a Notice of Intention to make a Proposal or the filing of a Proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the making of an Order under the *Companies Creditor Arrangement Act* (Canada), or the commencement of any similar action or proceeding by such party or such person or persons; or
- (h) whenever a party commits or threatens to commit any act of bankruptcy pursuant to or set out under the provisions of the *Bankruptcy and Insolvency Act* (Canada) or the filing of a Petition for a Receiving Order against such party pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada) or a receiver, interim receiver and manager, agent, liquidator or other similar administrator is appointed in respect of any of the property of such party whether or not located within the MacEwan Building or any part thereof, or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person having similar rights takes possession of such assets or any part thereof located within the MacEwan Building; or
- (i) whenever a writ of enforcement shall issue against a party or any of the goods, chattels or equipment of the party shall be taken in execution or attachment or seized by any creditor of such party,

each of which events shall be a “**Default**”.

32.2 Notice of Default

Whenever an event occurs that constitutes a Default, the non-defaulting party shall be obliged to provide a written notice of the Default to the defaulting party within 30 days of such event occurring.

The parties acknowledge and agree that the events referenced in 32.1(a), (b), (c) and (i) are “**Curable Defaults**” and the balance of the events referenced in Section 32.1 are “**Incurable Defaults**”.

32.3 Cure Periods

A party in Default pursuant to the provisions of Section 32.1(a) shall have a period of 30 days from notice of such Default in order to cure the Default.

Where a party is in Default pursuant to the provisions of Sections 32.1(b), (c) or (i) hereof, then such party shall have a period of 90 days in which to cure such Default from the date of notice of such Default.

32.4 Incurable Defaults

For clarity, notice of an Incurable Default shall be provided to the party in default and no action may be taken as a result of the Incurable Default until such notice is provided, but there shall be no cure period available with respect to an Incurable Default.

32.5 Dispute as to Existence of Default

In the event that, after receipt of a notice of Default, the party alleged to be in Default disputes that such Default exists, it shall be obliged to provide to the other party a written notice disputing that it is in Default. If the parties cannot resolve such dispute between themselves, then such a dispute shall be resolved in accordance with the provisions of Section 11(b) and Section 17 of the Stakeholder Rights Agreement. A Default shall be deemed to exist when the provisions of Section 11(b) and Section 17 of the Stakeholder Rights Agreement have been fully completed such that there is a final determination that a Default has occurred, in which event the party determined to be in Default shall have the cure period, if applicable, available to it pursuant to the provisions of Section 32.3.

32.6 University's Right to Cure a Students' Union Default

Where the Students' Union is in Default pursuant to the provisions of Section 32.1(a), (b), (c) or (i) and the applicable cure periods have expired, the University shall have the right (but not the obligation) to remedy such Default and to charge the Students' Union all of its costs incurred in such rectification. Specifically in respect of a Default pursuant to Section 32.1(a), the University may make any payment required to cure the financial Default on the part of the Students' Union. In the event that the University incurs any such costs or makes any such payment as aforesaid in order to cure the Default of the Students' Union, then it may (but shall not be required to) provide a written notice to the Students' Union that it has incurred such costs or made such payment and that rather than pursuing the remedies as set forth in Section 32.7 of this Agreement, the University desires that there be a deemed demand loan payable by the Students' Union to the University in the amount of such costs and/or payment amount, which loan shall bear interest from the date of such notice until repaid at the Prime Lending Rate from time to time plus 3% per annum, compounded monthly not in advance, both before as well as after demand and judgment. At any time after the creation of the deemed demand loan, the University may, in its sole discretion, provide a further written notice to the Students' Union that it wishes to make demand on such demand loan and upon provision of written notice to that effect, the demand loan shall be deemed to be fully repayable, together with all accrued interest, within 30 days of such notice, after which the University shall have the remedies available for recovery of such amount pursuant to the provisions of Section 32.7.

32.7 Additional Remedies

In addition to the University's specific remedy as set forth in Section 32.6 of this Agreement, where there is an uncured Default on the part of either party that has not been disputed in accordance with Section 32.5, or if disputed, it has been determined with finality that such party is then in Default, then the non-defaulting party shall have all legal remedies as against the defaulting party available to the non-defaulting party at law; provided that in no event shall the University have the right to remove the Students' Union from occupancy of any Students' Union Allocated Space, nor to prevent the Students' Union from operating any business or activity in any Students' Union Allocated Space unless the University obtains injunctive relief in respect of a specific business or activity in accordance with the provisions set forth below in this Section 32.7.

In the event that the Students' Union is in Default as aforesaid, the University shall have the right to seek injunctive relief where the alleged Default relates to a breach of the manner in which the Students' Union is occupying space within the MacEwan Building, including, without limitation, a manner of use that jeopardizes the insurance coverage for the MacEwan Building, and the Students' Union acknowledges that injunctive relief is an appropriate remedy in these circumstances.

The University acknowledges that if the University is in Default, injunctive relief may be an appropriate remedy in favour of the Students' Union if such injunctive relief is relief that would be available at law.

Part E
Global Provisions

Article 33
Term

33.1 Primary Term

The primary term of this Agreement shall be ten (10) years calculated from the Commencement Date, unless otherwise mutually agreed by the parties to this Agreement.

33.2 Extended Term or Replacement Agreement

The parties acknowledge that it will be their intention to extend the term of this Agreement on the expiry of the Term or to enter a similar agreement in replacement of this Agreement upon the expiry of the Term.

There shall be no restrictions on the provisions of this Agreement that can be negotiated in respect of any extension of this Agreement or any replacement agreement to this Agreement.

33.3 Negotiation of Extension or Replacement Agreement

The parties covenant and agree to act in good faith and to use reasonable efforts to negotiate an extension of this Agreement or a replacement to this Agreement prior to the expiry of the Term and to commence such negotiations at least one (1) year prior to the expiry of the Term.

In the event that the obligation to commence negotiations occurs at a time when the Students' Union is suspended as the Manager pursuant to the provisions of Section 18.6, or if the Students' Union is then in default either in its capacity as Manager pursuant to the provisions of Article 18 or in its own capacity in accordance with Article 32, the University covenants and agrees that it will commence negotiations during such period of the Manager's suspension or while the Manager or the Students' Union is in Default, but notwithstanding such obligation to negotiate, the University shall be under no obligation to execute any extension agreement or replacement agreement until such time as the suspension has been terminated or the Default has been remedied, as the case may be. In the event that the Students' Union has previously resigned as Manager pursuant to Section 18.8, then any replacement or extension of this Agreement shall contain appropriate amendments to Part C of this Agreement to reflect that the University is then the Manager.

Article 34
Transitional Matters

34.1 Transition Mechanics

The University and the Students' Union covenant and agree that they shall, during the period between the Execution Date and the Commencement Date, use all reasonable efforts to confirm the manner in which management of the MacEwan Building shall be transitioned from the University to the Students' Union. To the extent practicable, the parties shall document such confirmation in one or more transition agreements, statements of intention or lists of tasks to be performed in order to allow such transition of management to occur as seamlessly and expeditiously as possible, all of which shall be developed and undertaken in accordance with the provisions of Section 7(e) of the Stakeholder Rights Agreement. Once these conditions, processes, procedures and/or documents have been finalized (collectively, and as may be amended from time to time on mutual agreement, the "**Transitional Arrangements**"), then they

shall be taken into consideration whenever a subsequent Manager Replacement Event shall occur.

Article 35 Dispute Resolution

35.1 Subject Matter of Dispute Resolution

Any dispute arising between the parties as to any matter arising from this Agreement shall be governed by the dispute resolution provisions of this Article 35 with the exception only of disputes encountered in negotiation of an extension to the Term of this Agreement or a replacement to this Agreement and any disputes relating to the allocation of space, which dispute shall be dealt with in accordance with the provisions of Section 17 of the Stakeholders Rights Agreement.

35.2 Dispute Resolution Mechanism

With respect to any dispute that is entitled to be resolved in accordance with this Article 35, the following dispute resolution mechanics shall apply:

- (a) the Manager can provide a notice to the University that there exists a dispute with respect to any matter referenced in Part C hereof that it wishes resolved;
- (b) the Students' Union can provide a notice to the University that there exists a dispute with respect to any matter referenced in Part D to this Agreement that it wishes resolved;
- (c) the University may provide a notice to the Manager that there exists a dispute with respect to any matter referenced in Part C of this Agreement that it wishes resolved;
- (d) the University may provide a notice to the Students' Union there exists a dispute in respect of any matter referenced in Part D of this Agreement that it wishes resolved;
- (e) once a dispute notice is provided in accordance with any of subsection (a), (b), (c) or (d) of this Section 35.2 has been provided, then the issue raised in such dispute notice will be placed on the agenda of the next JLC meeting and shall be dealt with by the JLC in accordance with the provisions of Section 11(b) of the Stakeholder Rights Agreement; and
- (f) in the event that the dispute is not resolved by the JLC, then the matters referenced in Section 11(f) of the Stakeholder Rights Agreement shall be arbitrated in accordance with the provisions of Section 17 of the Stakeholder Rights Agreement.

Article 36 Joint Liaison Committee

36.1 Constitution, Terms of Reference and Operation of the Joint Liaison Committee

The parties acknowledge that the constitution, terms of reference and operation of the JLC shall be as set forth in Section 11 of the Stakeholder Rights Agreement.

Article 37

Capital Depreciation Fund

37.1 Purpose of the Capital Depreciation Fund

The parties acknowledge that their respective obligations in respect of Repairs and Maintenance as set forth in Article 10, Section 14.4 and Article 25 of this Agreement are intended only to apply to Students' Union Allocated Space, University Allocated Space and Common Space, but that it is not intended that the obligations to effect repairs and maintenance extend to Base Building Space, Structural Components or Base Building Systems and that there are likely to be significant repairs and upgrades to the MacEwan Building that will be required during the Term due to the age of the MacEwan Building, none of which are included in an Annual Budget. Such repairs and upgrades to Base Building Space, Structural Components and Base Building Systems are intended to be funded in whole or in part from the Capital Depreciation Fund.

37.2 Set-Up of Capital Depreciation Fund

The Capital Depreciation Fund shall be set up as a segregated interest-bearing bank account in the name of the University, and all signatories to such bank account shall be representatives of the University and such signatories may be replaced by other representatives of the University at any time during the Term. Interest shall follow principal in respect of such account.

37.3 Contributions to the Capital Depreciation Fund

There shall be an initial contribution made by each of the University and the Students' Union in the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00), which contribution shall be made on or before July 1, 2018. The Students' Union shall make such payment to the University and the University shall deposit same into the bank account referenced in Section 37.2 of this Agreement. The University shall deposit its One Hundred and Fifty Thousand Dollars (\$150,000.00) into such bank account on or before July 1, 2018.

Before July 1st of each calendar year after 2018 during the Term, each of the Students' Union and the University shall contribute a further amount which shall be deposited by the University into the bank account in respect of the Capital Depreciation Fund. The annual amount to be paid by each party shall be equivalent of the previous year's contribution together with any CPI Increase.

37.4 Use of the Capital Depreciation Fund

The monies that from time to time accumulate in the Capital Depreciation Fund shall only be used by the University for repairs and upgrades to the Structural Components, Base Building Systems and Base Building Space that are within the MacEwan Building, or service the MacEwan Building in accordance with the provision of Section 13 of the Stakeholder Rights Agreement.

The University shall prepare a Capital Budget setting out an expenditure program for such repairs and upgrades prior to the beginning of each Fiscal Year and shall submit same to the JLC for review and discussion at the JLC meeting immediately prior to the commencement of each such Fiscal Year. Notwithstanding such a review and discussion at the JLC, in the event that the JLC cannot agree on a Capital Budget for such Fiscal Year, the University shall have the final decision on such Capital Budget.

37.5 Failure to Make an Annual Contribution

In the event that the Students' Union fails to make its annual contribution to the Capital Depreciation Fund in accordance with the provisions of Section 37.3, the University shall invoice the Students' Union for the applicable amount and the failure to pay such invoice shall be

deemed to be a financial default on the part of the Students' Union and the provisions of Article 32 of this Agreement shall apply. In the event that the University fails to make its annual contribution to the Capital Depreciation Funds, the failure to pay such contribution shall be deemed to be a financial default of the University and the provisions of Article 32 of this Agreement shall apply.

37.6 Termination of this Agreement

In the event that this Agreement is not extended or replaced on the expiry of the Term in accordance with the provisions of Section 33.2, then the rights and obligations of the parties in respect of the Capital Depreciation Fund shall be solely as set forth in the Stakeholder Rights Agreement.

Article 38 Renovations and Improvements

38.1 Base Building Space

The parties acknowledge that Renovations and Improvements to Base Building Space shall be determined in accordance with the provisions of Article 37 and funded in whole or in part through the Capital Depreciation Fund.

38.2 Common Space

The parties acknowledge that provisions of Section 10.5 relating to Repairs and Maintenance to Common Space and the allocation of costs thereof pursuant to Article 17 of this Agreement is not intended to deal with Renovations and Improvements to Common Space.

In the event that either the University or the Students' Union feels that it is appropriate that Renovations and Improvements be made to Common Space, they shall be entitled to add this as an agenda item to the next meeting of the JLC. If the JLC determines that such Renovations and Improvements to Common Space should be effected, then it shall pass a resolution in that regard, which resolution shall include the funding mechanism in respect of the cost of completing such approved Renovations and Improvements and such amount shall not form a part of the Annual Budget. Funding of the cost of the Renovations and Improvements shall be allocated between the University and the Students' Union in accordance with their respective Pro Rata Shares, unless otherwise stated in the resolution approved by the JLC.

38.3 University Allocated Space

Any Renovations and Improvements that the University desires to make to University Allocated Space may be made at any time by the University and its sole discretion, provided that the University is fully responsible for the cost of any such Renovations and Improvements. The University shall be entitled to renovate, improve or reconstruct the MacEwan Parkade at any time during the Term in its sole discretion and at its sole cost; provided that no such renovation, improvement or reconstruction shall encroach or expand into the MacEwan Building without the written consent of the Students' Union, acting reasonably.

Notwithstanding the foregoing, the University shall provide to the Manager as much advance notice as possible of such Renovation and Improvement project and shall provide a minimum of 24 hours advance notice of the commencement of any such Renovations and Improvements, which notice is intended to minimize the impact that such work may have on normal operations and activities within the MacEwan Building.

38.4 Students' Union Allocated Space

Pursuant to the provisions of Section 14 of the Stakeholder Rights Agreement, should the Students' Union determine that it wishes to make Renovations and Improvements to Students' Union Allocated Space, it may make such Renovations and Improvements in its sole discretion, provided that:

- (a) the Students' Union shall be solely responsible for the costs of such Renovations and Improvements;
- (b) in performing Renovations and Improvements obligations, the Students' Union shall ensure that work is performed either by University preferred vendors or approved contractors and if available, may also contract with the Facilities Department of the University for the provision of any such Renovations and Improvements work. The Students' Union shall not effect any Renovations and Improvements that would affect the Base Building Systems or Structural Components without the prior approval of the University. To the extent that a University approval is required, the Students' Union shall be entitled to isolate the area or infrastructure where the Renovation and Improvement is being done. The University may grant approval to the Students' Union to commence such Renovations and Improvements, but may make it a condition that certain aspects of such work will be required to be completed by University employees or contractors under the supervision of the University where Base Building Systems or Structural Components are impacted.

Notwithstanding the foregoing, the Students' Union shall provide to the University as much advance notice as possible of such a Renovation and Improvement project and shall provide a minimum of 24 hours advance notice of the commencement of any such Renovations and Improvements, which notice is intended to minimize the impact that such work may have on normal operations and activities within the MacEwan Building.

The process for scheduling and reporting on completion of Renovations and Improvements shall be through the University's ARCHIBUS system and the University confirms that it uses the ARCHIBUS system for any Renovations and Improvements that it is performing to Base Building Systems and Structural Components. There shall be consultation between the Students' Union and the University with respect to completion of any such work, especially where there is anticipated to be a significant disruption of services or the work will create significant noise.

The University shall, prior to the Commencement Date, provide the Students' Union with a notice as to the names and contact information of those individuals that are authorized to provide such approval, and shall update such contact information as necessary during the Term.

The Students' Union shall supervise such Renovations and Improvements and shall, where appropriate, obtain third party supervisory support with professional certification as may be required, so as to ensure that all such Renovations and Improvements are completed in accordance with the approved plans and specifications and in accordance with all applicable laws, regulations, bylaws, building codes and life safety codes enacted by any Governmental Authority having jurisdiction in respect of the MacEwan Building, shall document such Renovations and Improvements using the ARCHIBUS ticket system, shall obtain record drawings with respect to such completed Renovations and Improvements and shall upload any such record drawings on the ARCHIBUS system. The originals of such record drawings shall be forwarded to the University and the Students' Union shall keep a copy for its records.

Where the Students' Union completes a tender process for any such Renovations and Improvements, subcontractors to the contractor whose tender is approved need not be University approved contractors. The University shall have the right to inspect any space affected by such Renovations and Improvements upon notice to the Students' Union but will not be entitled to charge its standard 8% project management fee. The University shall however be entitled to recover any out-of-pocket third party expenses incurred in approving or inspecting such Renovations and Improvements, such as fees payable to the University's architectural or engineering consultants.

The University shall be entitled to do Renovations and Improvements to Structural Components and Base Building Systems and in Base Building Space at its discretion within Students' Union Allocated Space, but shall notify Students' Union that such work is being done. The University shall provide as much notice as possible of such a Renovation and Improvement project to the Students' Union and shall, where practicable, provide a minimum of 24 hours' notice whenever it intends to access Students' Union Allocated Space in furtherance of such Renovation and Improvement project so that the Students' Union is aware of the proposed work and can coordinate any issues that the Students' Union may have in terms of the potential disruption to its activities that might occur as a result of such proposed work. When Facilities staff of the University attends on the MacEwan Building to do any such work, or if the University hires third party contractors to do such work, the individuals performing such work shall attend upon the Manager's office within the MacEwan Building to notify them that they have arrived to commence such work. The Manager shall provide a list of individuals to contact in the event that there is no one in the office at that time, and the Manager shall endeavour to insure that someone will be available in the office within ten (10) minutes of contact, failing which the Manager shall ensure that there is a sign in sheet that can be completed by such individuals indicating time of arrival, location of work to be done, nature of work to be done and estimated time to completion.

In order to comply with its obligations to schedule Renovations and Improvements work through ARCHIBUS, to obtain any necessary consents from the University to Renovations and Improvements work that will affect Base Building Systems or Structural Components and to provide confirmation of completion of such Renovations and Improvements work and the filing of any necessary plans and specifications relating to such Renovations and Improvements work, the University acknowledges that the Students' Union will be required to access its ARCHIBUS system. Although the ARCHIBUS system allows for searching of the database by building, there is no ability on the part of the University to restrict access to portions of the database, and accordingly, the Students' Union covenants and agrees that it shall not access any other portions of the database that is not relevant to the Renovations and Improvements work within Students' Union Allocated Space, that if it accidentally obtains information from other areas of the database, that it will keep same confidential and that it shall destroy any paper or electronic copies of any such confidential information not relevant to its responsibilities pursuant to this Section 38.4; and

- (c) if the Renovations and Improvements would constitute a change of classification to the affected portions of the Students' Union Allocated Space, then the provisions of Section 8(b) of the Stakeholder Rights Agreement shall be complied with.

Article 39 Redevelopment or Expansion

39.1 Process for Approval of a Redevelopment or Expansion

The parties acknowledge that the process for making a recommendation for approval of any Redevelopment or Expansion is delegated to the Redevelopment Committee as set forth in Section 12 of the Stakeholder Rights Agreement.

39.2 Effect of a Redevelopment or Expansion

In the event of an approval of any Redevelopment or Expansion, this Agreement shall remain in effect in respect of:

- (a) such portions of the existing MacEwan Building which are not subject to the approved Redevelopment or Expansion; and
- (b) any portion of the MacEwan Building that is subject to the approved Redevelopment and any approved Expansion of the MacEwan Building, but for clarity an approved Redevelopment or Expansion shall require the formal approval of each of the Students' Union and the University in accordance with their respective by-laws and governance policies, agreement on the respective capital contributions of each of the University and the Students' Union and of any other participant in the funding of such Redevelopment or Expansion; provided that in conjunction with such approvals:
 - (i) this Agreement is replaced, on completion of such Redevelopment or Expansion, with a similar agreement which reflects the MacEwan Building as it will exist upon completion of such Redevelopment or Expansion; or
 - (ii) the Redevelopment Committee is directed to ensure that this Agreement is amended, as may be necessary, effective as of the date of completion of such Redevelopment or Expansion, to properly apply the principles as set forth in the Stakeholders Right Agreement to the MacEwan Building as it will exist upon completion of such Redevelopment or Expansion.

Notwithstanding the foregoing, this Agreement shall not apply to any portions of an approved Redevelopment or Expansion to the MacEwan Building if the area that is subject to the Redevelopment or Expansion is not used for the purposes as set forth in Section 4 of the Stakeholder Rights Agreement, unless the parties have otherwise mutually agreed in writing.

Article 40 Confidentiality

40.1 Disclosure of Confidential Information

In performing their respective obligations under this Agreement, it is acknowledged that the University and the Students' Union will be providing Confidential Information to each other and will be jointly creating Confidential Information. Upon receiving Confidential Information from the Disclosing Party or sharing jointly created Confidential Information, the Recipient shall:

- (a) limit its use of the Disclosing Party's Confidential Information to the purpose of performing its obligations under this Agreement;

- (b) permit the Disclosing Party's Confidential Information to be viewed and used only by Permitted Parties;
- (c) store the Disclosing Party's Confidential Information in a secure environment with reasonable protection against such risks as unauthorized access, collection, use, disclosure, modification or destruction; and
- (d) not disclose to others that the Confidential Information was disclosed to the Recipient.

40.2 Notification of Breach

In the event of a breach of confidentiality involving the Disclosing Party's Confidential Information or jointly created Confidential Information, the Recipient shall notify the Disclosing Party in writing as soon as practicable, stating:

- (a) the nature of the Disclosing Party's Confidential Information that was breached;
- (b) when the breach occurred, if known;
- (c) how the breach occurred;
- (d) who was responsible for the breach;
- (e) what steps the Recipient has taken to mitigate the breach; and
- (f) what measures the Recipient has taken to prevent further breaches.

40.3 Return of Confidential Information

Immediately upon request of the Disclosing Party, the Disclosing Party's Confidential Information shall be returned or destroyed as directed by the Disclosing Party. All of the Recipient's computer files shall be purged of the Disclosing Party's Confidential Information.

40.4 Application of *Freedom of Information and Protection of Privacy Act (Alberta)*

The parties acknowledge that there may be an obligation on the part of the University to disclose information related to the parties' performance of their obligations under this Agreement pursuant to a FOIP Request. The following provisions shall apply in respect of such a FOIP Request:

- (a) upon receipt of a FOIP Request by the University, the University shall notify the Students' Union even if the Students' Union is otherwise not entitled to notice of such FOIP Request;
- (b) to the extent that there is any available exemption from disclosure available to the University, the University shall use reasonable efforts to avail itself of such exemption;
- (c) the University shall use reasonable efforts to limit the disclosure to the minimum amount required to be made available to such applicant and to keep the balance of the information related to the parties' performance of their obligations under this Agreement confidential; and
- (d) to the extent that the University determines that all or a portion of the information related to the parties' performance of their obligations under this Agreement is required to be disclosed to such applicant or if the University is ordered to effect such disclosure by the Privacy Commissioner or by a Court of competent jurisdiction and the University

determines in its sole but reasonable discretion that it does not wish to challenge such a decision of the Privacy Commissioner or appeal a decision of a Court of competent jurisdiction (to the extent that such an appeal is available), and disclosure is therefore required, the Students' Union shall be advised as soon as possible of the determination by the University to release all or a portion of the information related to this Agreement and if possible and practicable, the University and the Students' Union may agree to issue a joint statement in response to such FOIP Request.

Article 41 General Matters

41.1 Notices

All notices, demands, requests, approvals or other communications of any kind which any party hereto may be required or may desire to serve on any other party in connection with this Agreement shall be served by delivery or by registered mail. Any such notice or demand so served by registered mail shall be deposited in the Canadian mail, with postage thereon fully prepaid, registered, and all such notices shall be addressed to the party so to be served as follows:

(a) If to the University:

The University of Calgary
Executive Office
Administration Building AD 100
2500 University Drive NW
Calgary, AB T2N 1N4
Attention: President

with a copy to:

The University of Calgary
Legal Services
Administration Building, AD 111
2500 University Drive NW
Calgary, AB T2N 1N4
Attention: Legal Counsel

(b) If to the Students' Union:

The Students' Association of the University of Calgary
251 MacEwan Student Centre
2500 University Drive NW
Calgary, AB T2N 1N4
Attention: President

with a copy to:

The Students' Association of the University of Calgary
251 MacEwan Student Centre
2500 University Drive NW
Calgary, AB T2N 1N4
Attention: General Manager

(c) If to the Manager:

c/o The Students' Association of the University of Calgary
251 MacEwan Student Centre
2500 University Drive NW
Calgary, AB T2N 1N4
Attention: Vice President Operations and Finance

with a copy to:

The Students' Association of the University of Calgary
251 MacEwan Student Centre
2500 University Drive NW
Calgary, AB T2N 1N4
Attention: General Manager

Except in the event of a postal service "strike or lockout", in which event the parties hereto agree to temporarily utilize other reasonable methods of communicating any notices, service of any notice or demand so made by registered mail shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the 4th day after the date of mailing, whichever is earlier in time. Service by delivery shall be deemed effective upon receipt during normal business hours, and if delivered after business hours, on the next ensuing business day. Any party hereto may from time to time, by notice in writing served upon the other party as aforesaid, designate a different mailing address or different or additional persons to which all such notices or demands are thereafter to be addressed. In the event that the Students' Union is suspended as the Manager or otherwise ceases to be the Manager pursuant to a Manager Replacement Event, then upon the expiration of any applicable transition period and in the absence of a notice of change of address, the address for service for notices to the Manager shall be deemed to be the same address as for notices to the University.

41.2 Validity of Provisions

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the same shall be enforceable to the fullest extent permitted by law.

41.3 Waiver and Modification

No consent or waiver, expressed or implied, by any party to or of any breach or Default by any other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default hereunder. Subject to Sections 18.2 and 32.2, failure on the part of any party to complain of any act, or failure to act, of any other party or to declare another party in Default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Neither this Agreement nor any provision hereof may be amended, waived, modified or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, modification or discharge is sought.

41.4 Successors

The provisions of this Agreement shall, subject to the terms and conditions hereof, be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto, provided, however, that this Agreement may not be assigned by any party without the prior

consent of the other parties to this Agreement, which consent may be arbitrarily or unreasonably withheld.

41.5 Legal Fees

In the event of any litigation between the parties hereto (other than an arbitration as contemplated in Article 17 of the Stakeholder Rights Agreement) to enforce any provision of this Agreement or any right of any party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable legal fees on a solicitor and client basis.

41.6 Headings

The headings of the articles, sections and paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

41.7 Entire Agreement

This Agreement, together with the Stakeholder Rights Agreement, or any modifications or amendments to any of the same hereafter entered into by the parties hereto shall constitute the entire agreement between the parties hereto relative to the subject matter hereof and shall supersede any prior agreement or understanding, if any, whether written or oral, which either party may have had relating to the subject matter hereof.

41.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The sole forum for resolving disputes arising under or relating to this Agreement that are not to be dealt with in accordance with Article 35 shall be the Court of Queen's Bench of Alberta Judicial District of Calgary and all related appellate courts, and the parties hereby consent to the jurisdiction of such court.

41.9 Status Reports

Recognizing that each party hereto may find it necessary from time to time to establish to third parties such as accountants, banks, or the like, the then current status of performance hereunder, each party agrees, upon the written request of any other, made from time to time, to furnish promptly a written statement on the status of any matter pertaining to this Agreement to the best of the knowledge and belief of the party making such statement.

41.10 Schedules

Schedules A, B, C, D, E and F to this Agreement form a part of this Agreement.

41.11 No Partnership

Nothing herein shall be deemed to create a partnership or similar relationship as among the parties.

41.12 Further Assurance

Each party agrees to make such further assurance as may be reasonably required from time to time by any other party to more fully implement the true interest of this Agreement.

41.13 Time of Essence

Time is of the essence in the performance of this Agreement and of each provision hereof.

41.14 Counterpart Execution

This Agreement may be executed in counterparts, each of which when so executed and delivered in accordance with Section 41.1 shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

THE UNIVERSITY

**THE GOVERNORS OF
THE UNIVERSITY OF CALGARY**

Per: [original signed by M. Elizabeth Cannon]

Name: M. Elizabeth Cannon

Title: President

THE STUDENTS' UNION

**THE STUDENTS' ASSOCIATION OF
THE UNIVERSITY OF CALGARY**

Per: [original signed by Branden Cave]

Name: Branden Cave

Title: President

Per: [original signed by Ryan Wallace]

Name: Ryan Wallace

Title: Vice-President Operations and Finance

THE MANAGER

**THE STUDENTS' ASSOCIATION OF
THE UNIVERSITY OF CALGARY**

Per: [original signed by Branden Cave]

Name: Branden Cave

Title: President

Per: [original signed by Ryan Wallace]

Name: Ryan Wallace

Title: Vice-President Operations and Finance

SCHEDULE A

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

MacEWAN BUILDING STAKEHOLDER RIGHTS AGREEMENT

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

M. Elizabeth Cannon
President

Branden Cave
President

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

Intentionally Deleted

See MacEwan Building Management and Use of Space Agreement

Schedule B-1 "Categorization Plan"

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

Intentionally Deleted

See MacEwan Building Management and Use of Space Agreement

Schedule B-2 "Classification Plan"

SCHEDULE B

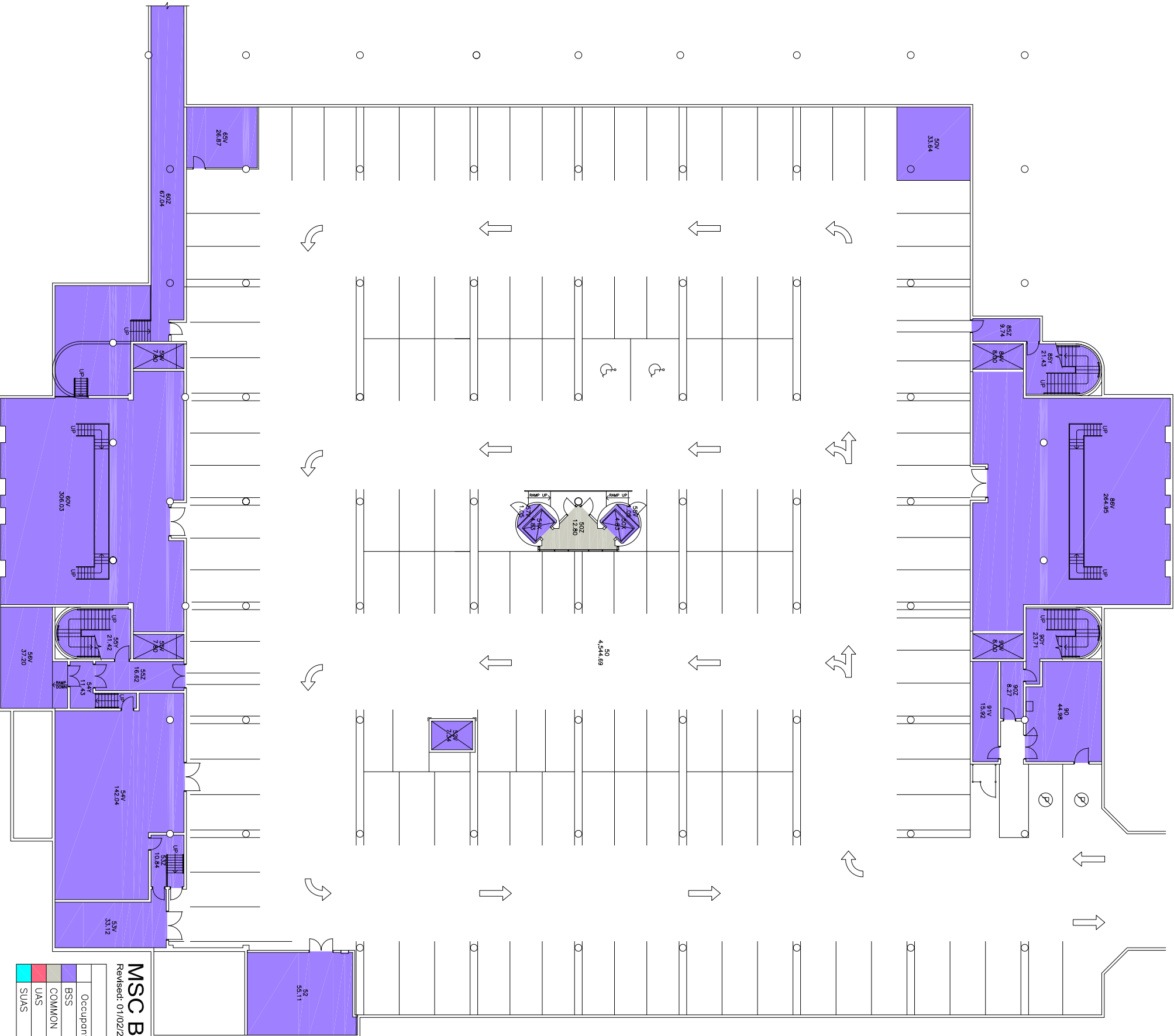
**To the MacEwan Building Management and Use of Space Agreement between
The Governors of the University of Calgary and The Students' Association of the University of Calgary
Dated February 6, 2018**

THE PLAN

SCHEDULE B-1

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

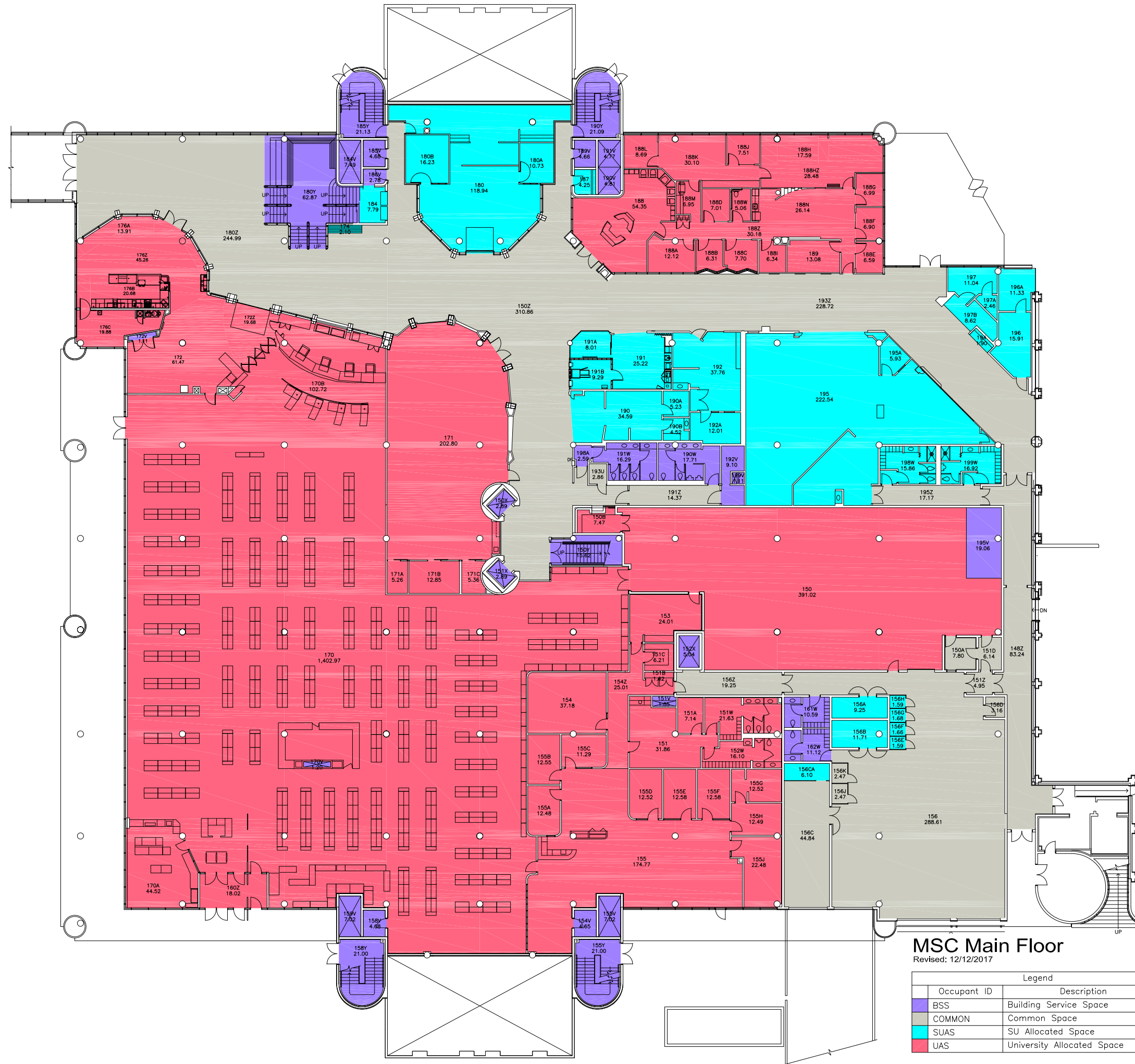
CATEGORIZATION PLAN



MSC Basement Floor

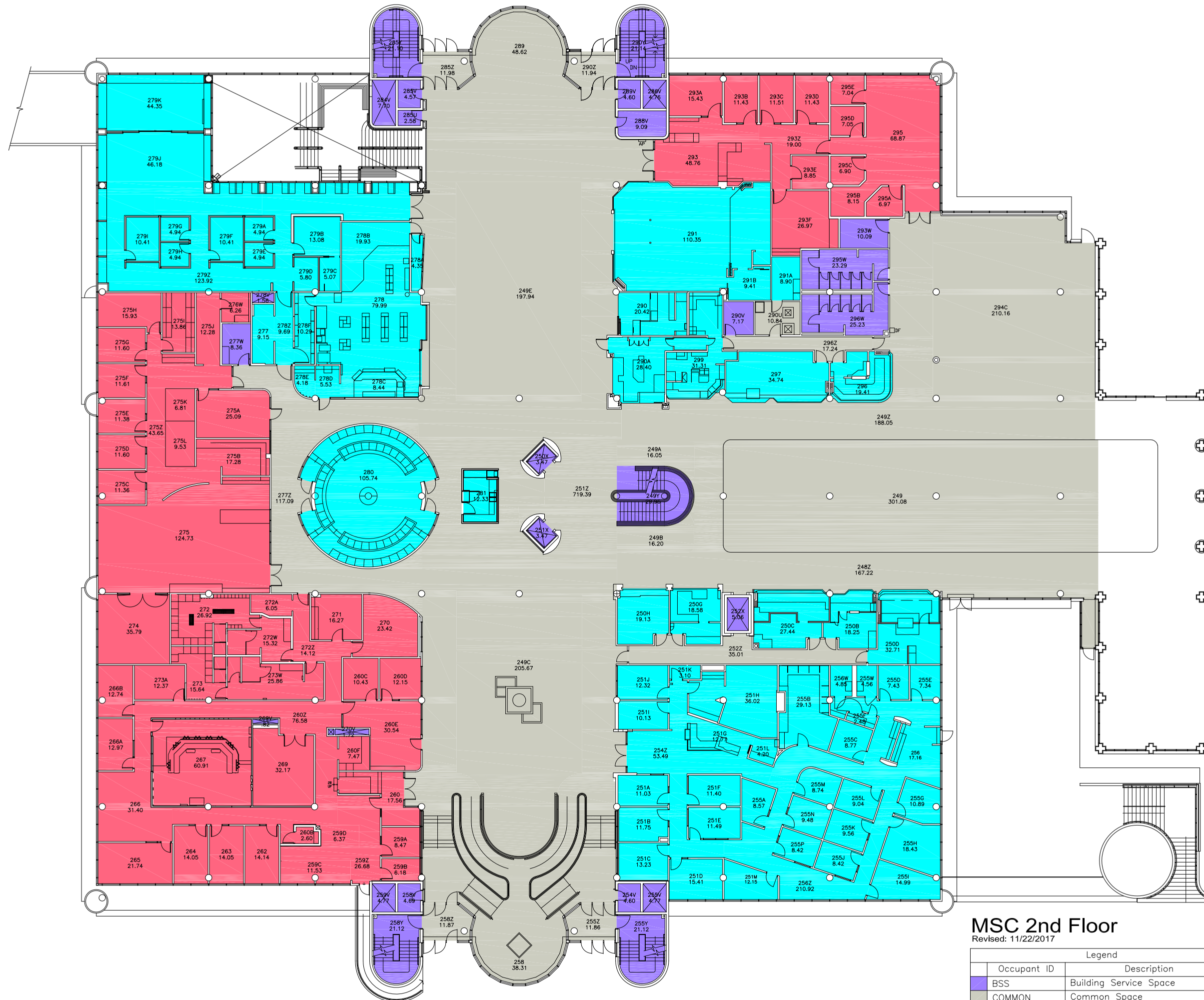
Revised: 01/02/2018

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



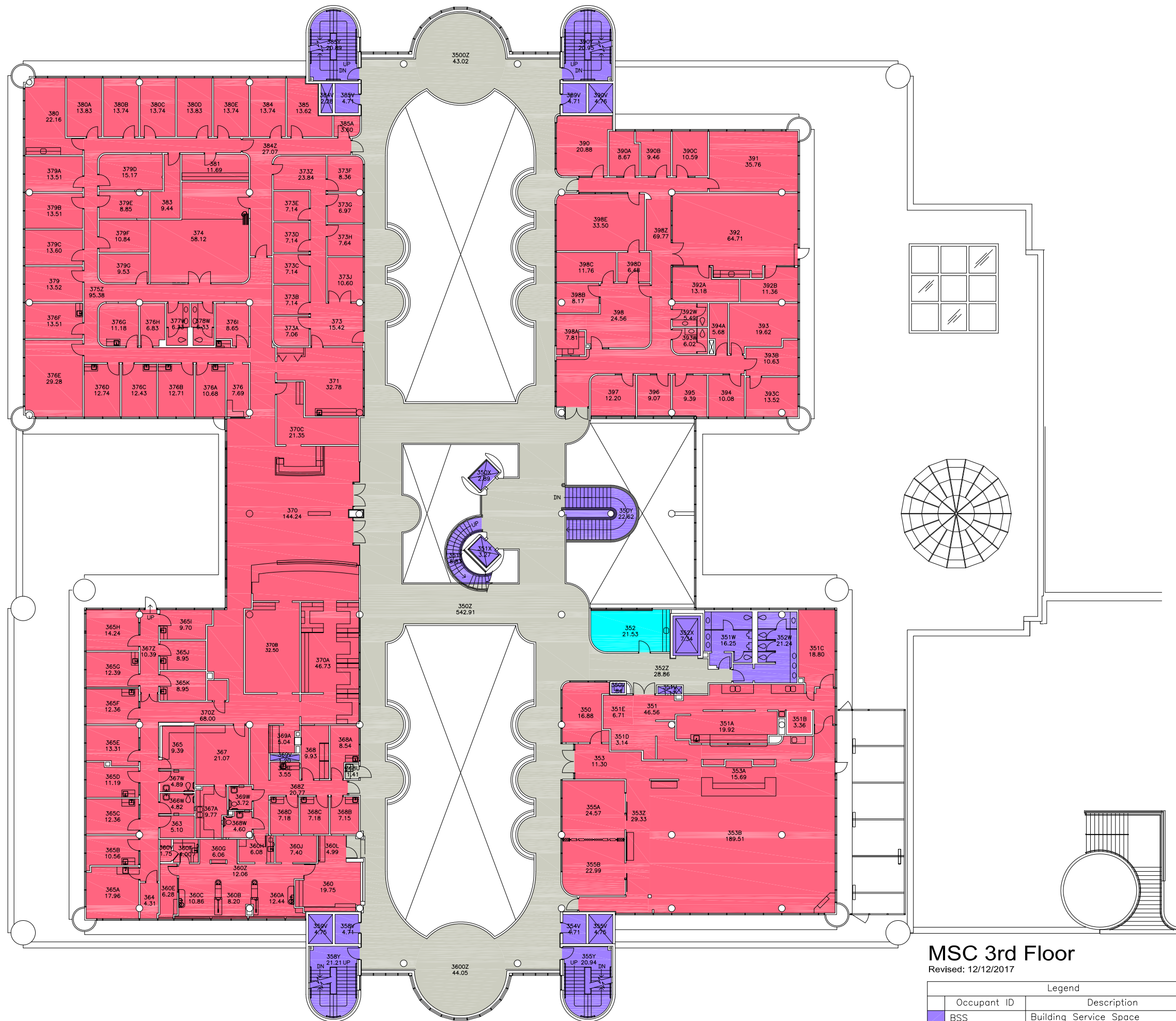
MSC Main Floor
Revised: 12/12/2017

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



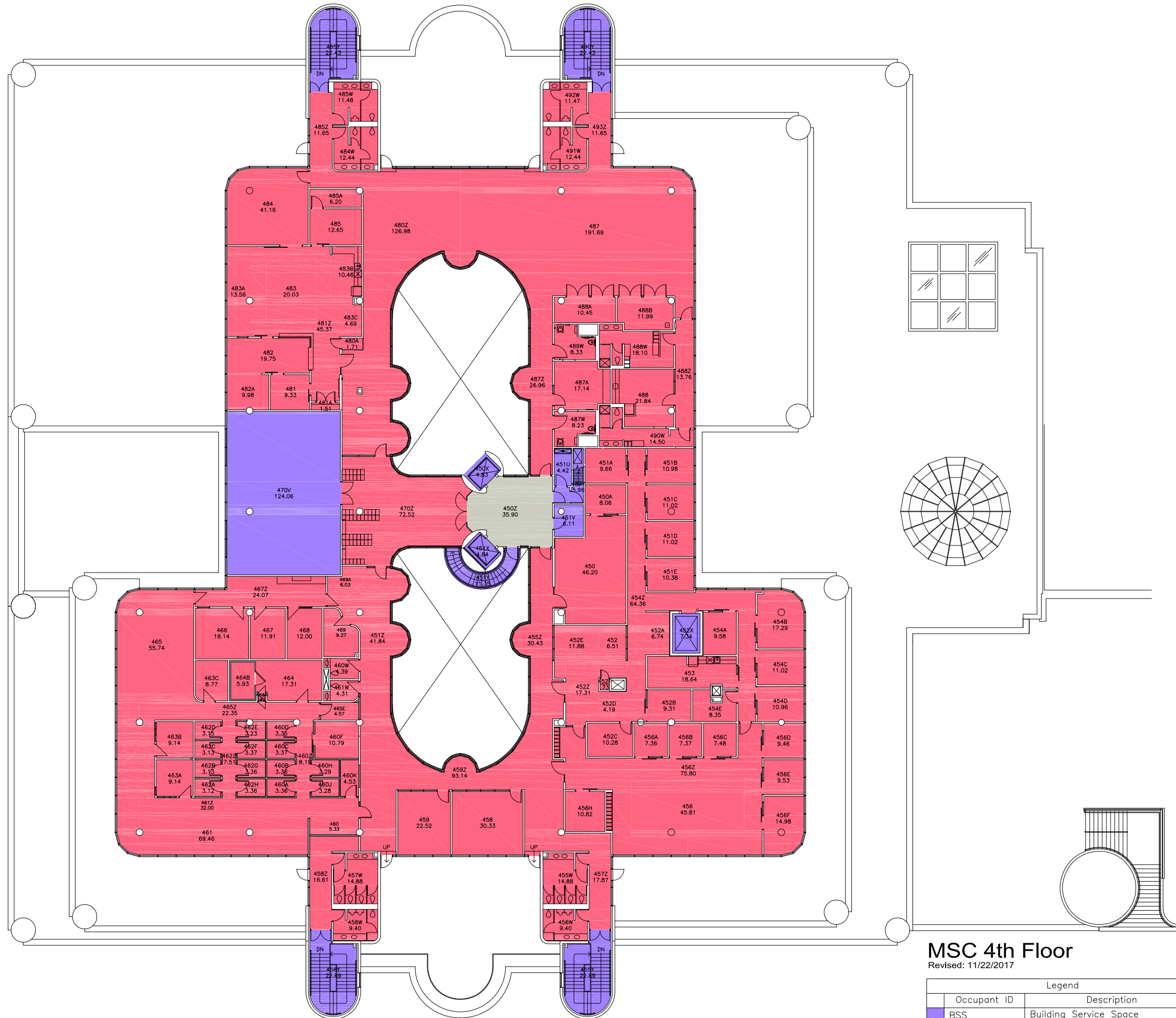
MSC 2nd Floor
Revised: 11/22/2017

Legend	
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

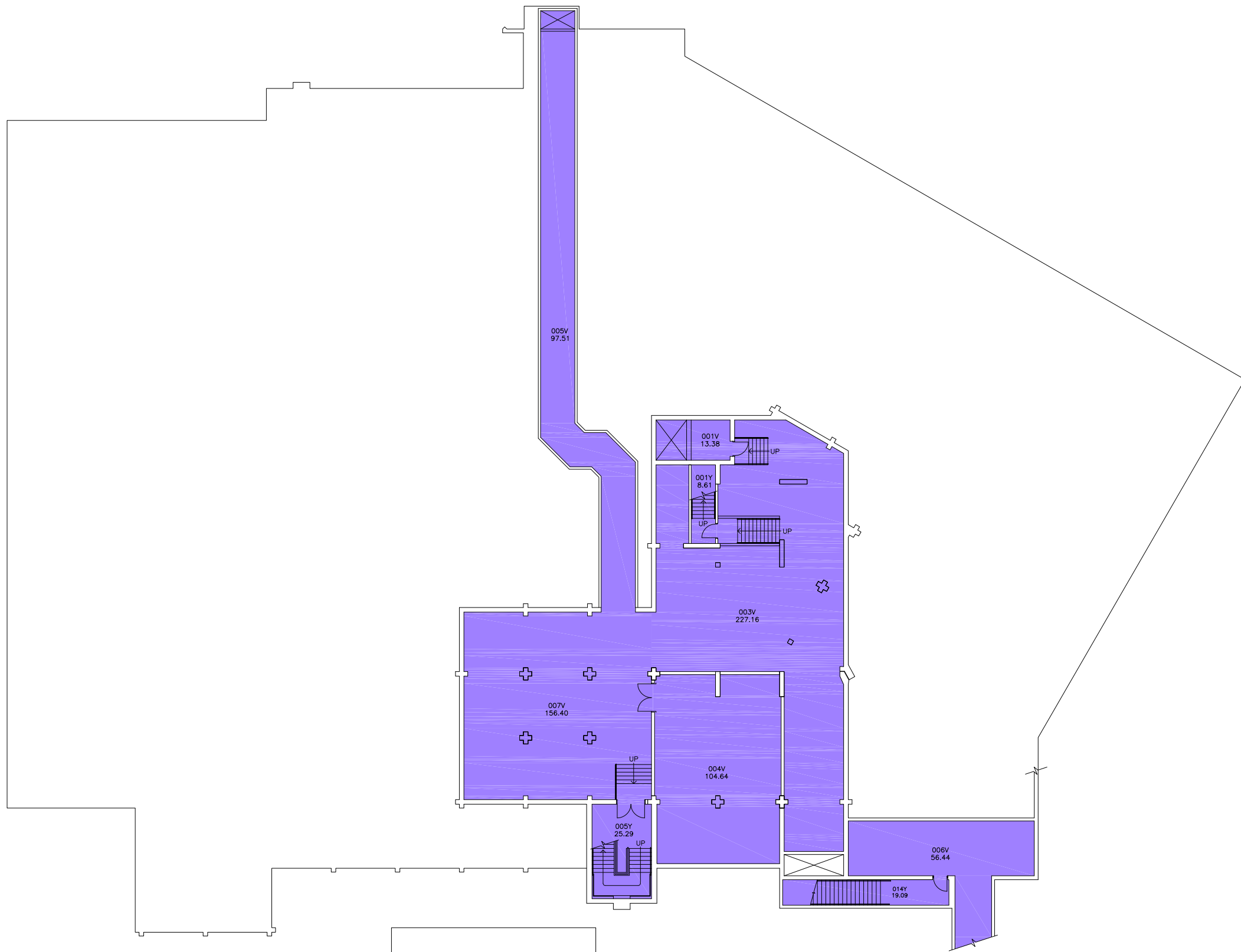
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space



MSC 4th Floor

Revised: 11/22/2017

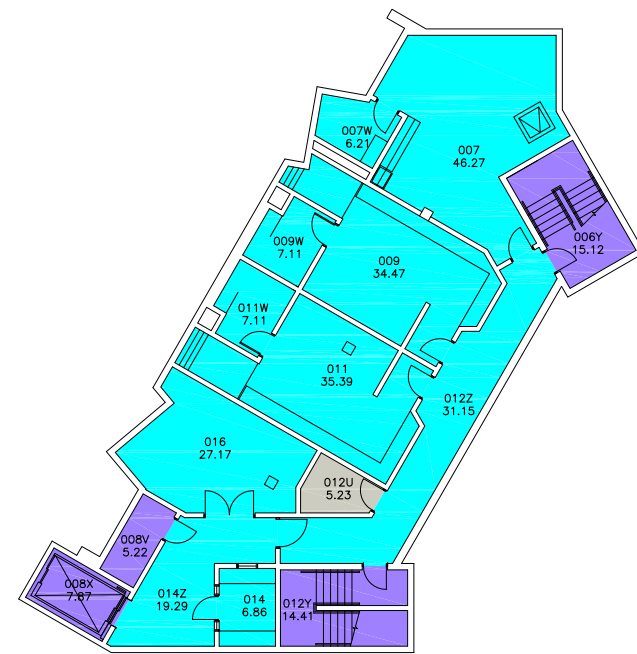
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
UAS	University Allocated Space
SUAS	SU Allocated Space



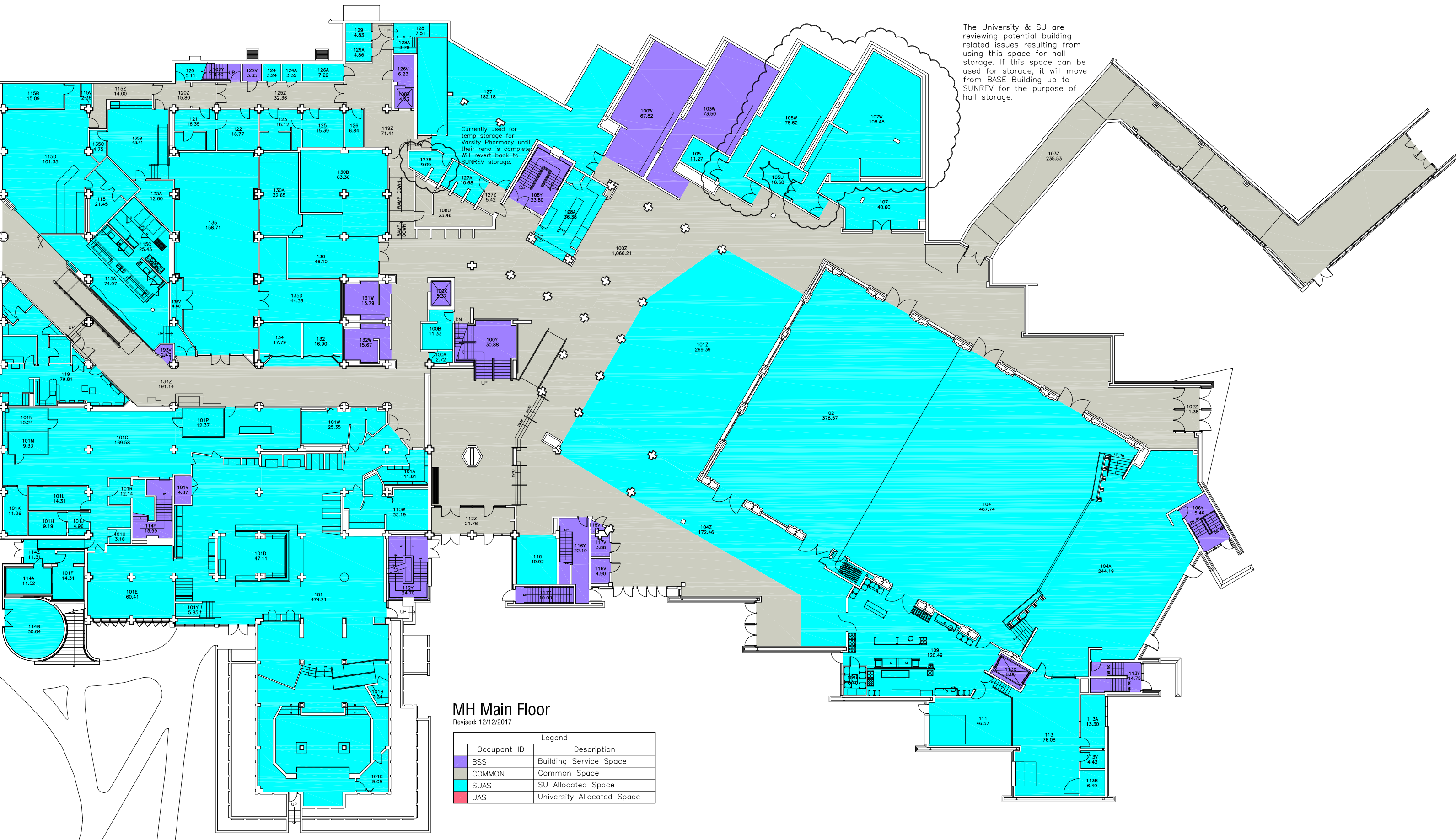
MH Basement Floor

Revised: 11/22/2017

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



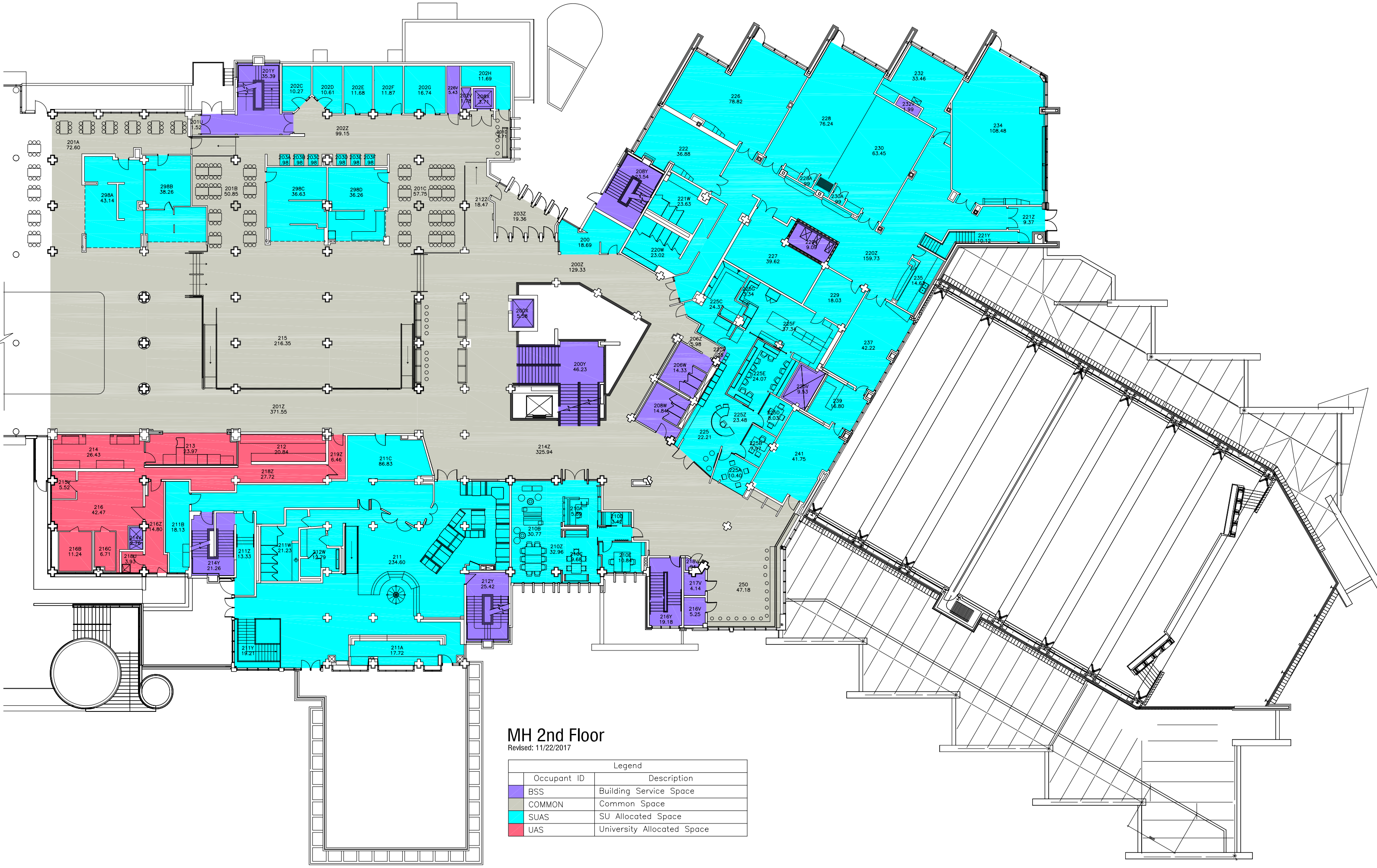
The University & SU are reviewing potential building related issues resulting from using this space for hall storage. If this space can be used for storage, it will move from BASE Building up to SUNREV for the purpose of hall storage.



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

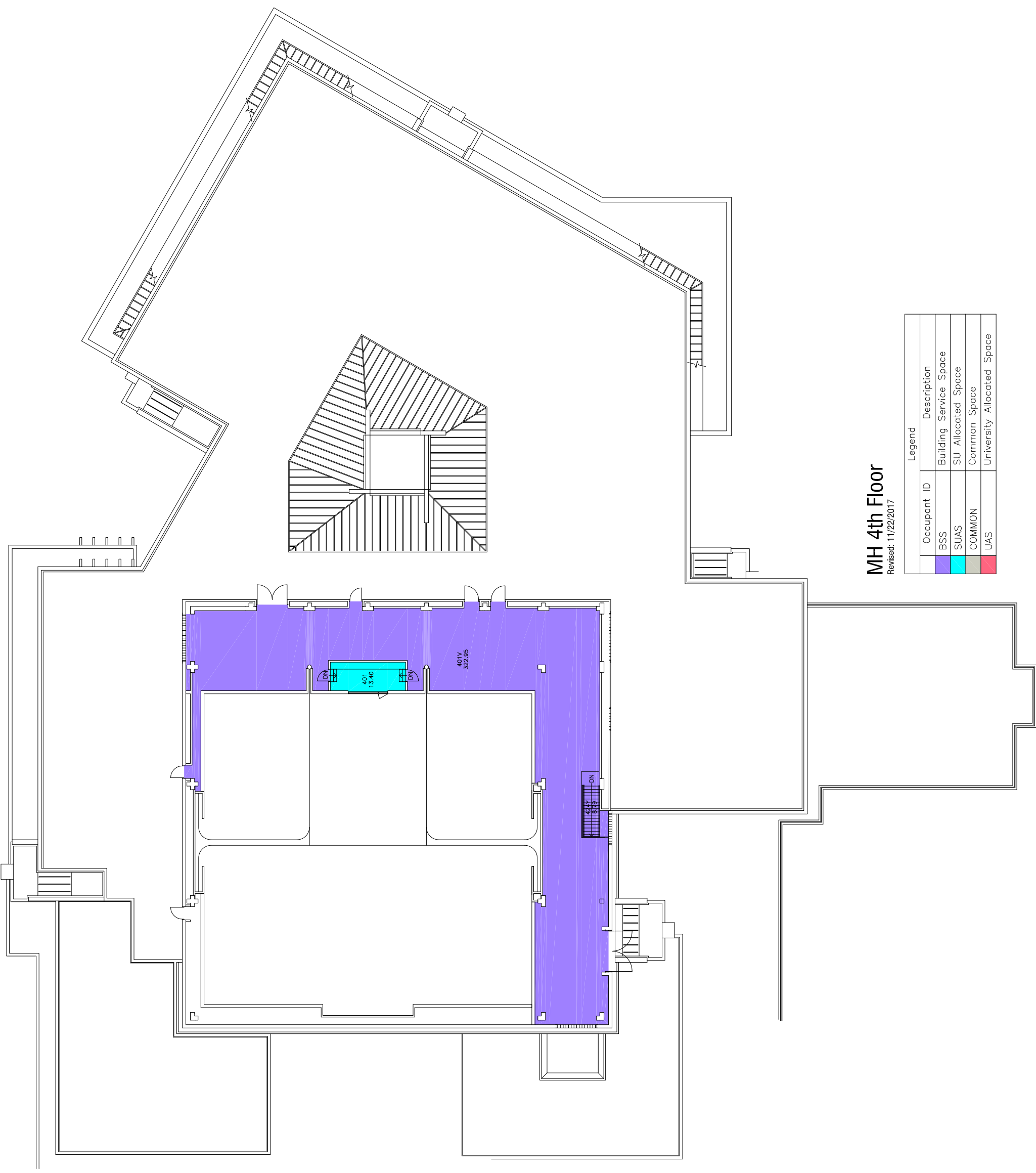
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS	SU Allocated Space
UAS	University Allocated Space



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



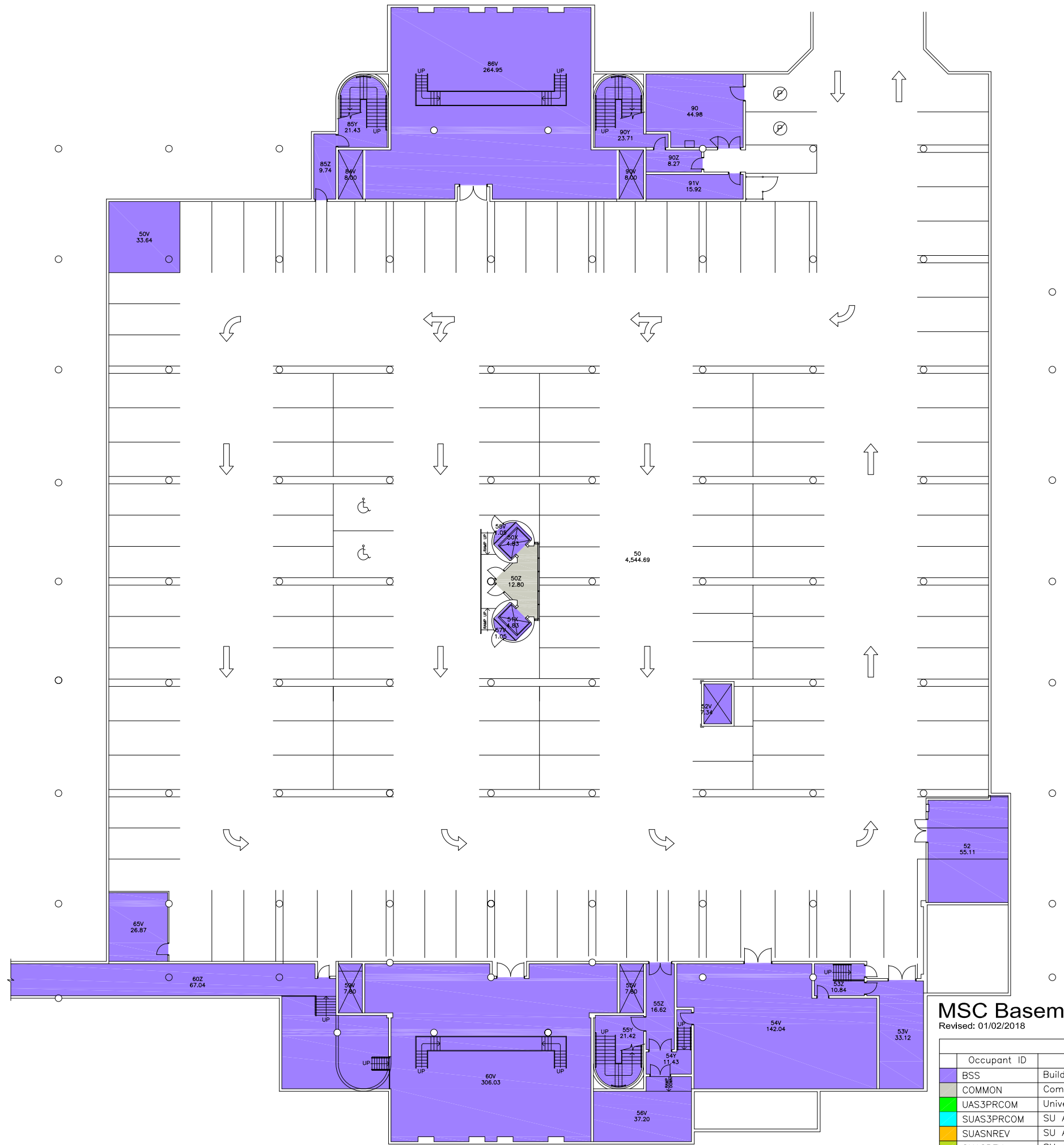
MH 4th Floor
 Revised: 11/22/2017

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

SCHEDULE B-2

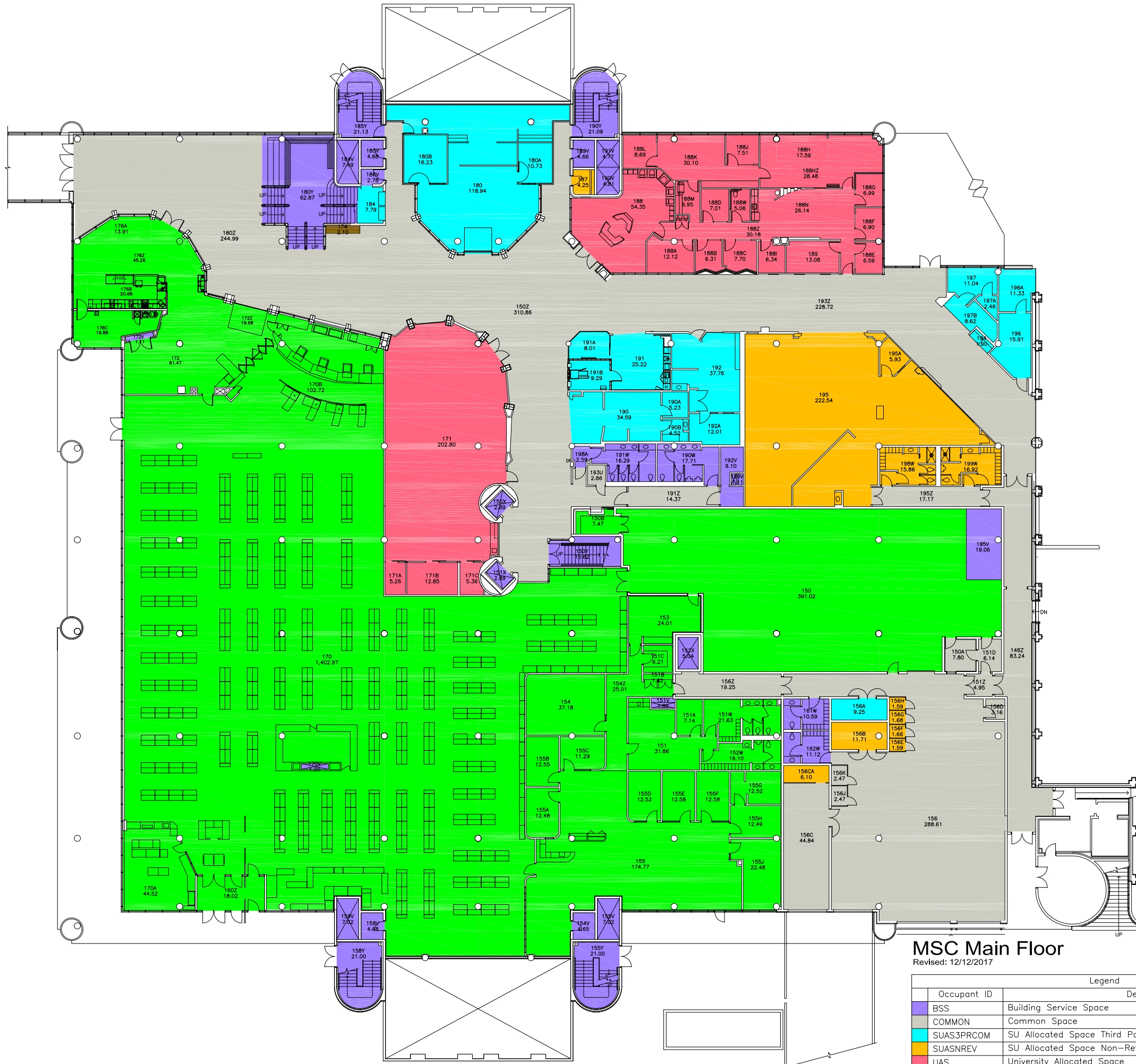
**To the MacEwan Building Management and Use of Space Agreement between
The Governors of the University of Calgary and The Students' Association of the University of Calgary
Dated February 6, 2018**

CLASSIFICATION PLAN



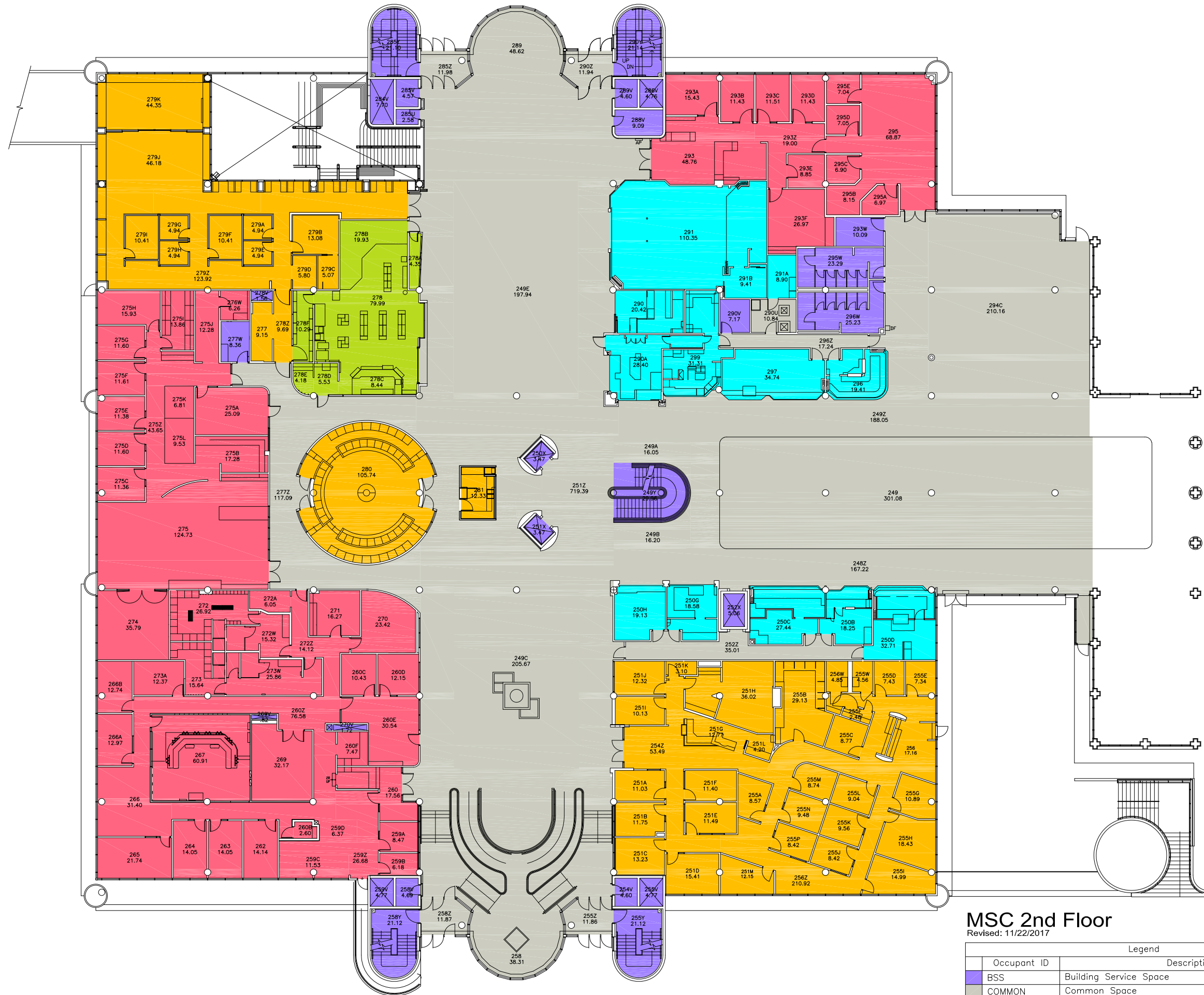
MSC Basement Floor
Revised: 01/02/2018

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

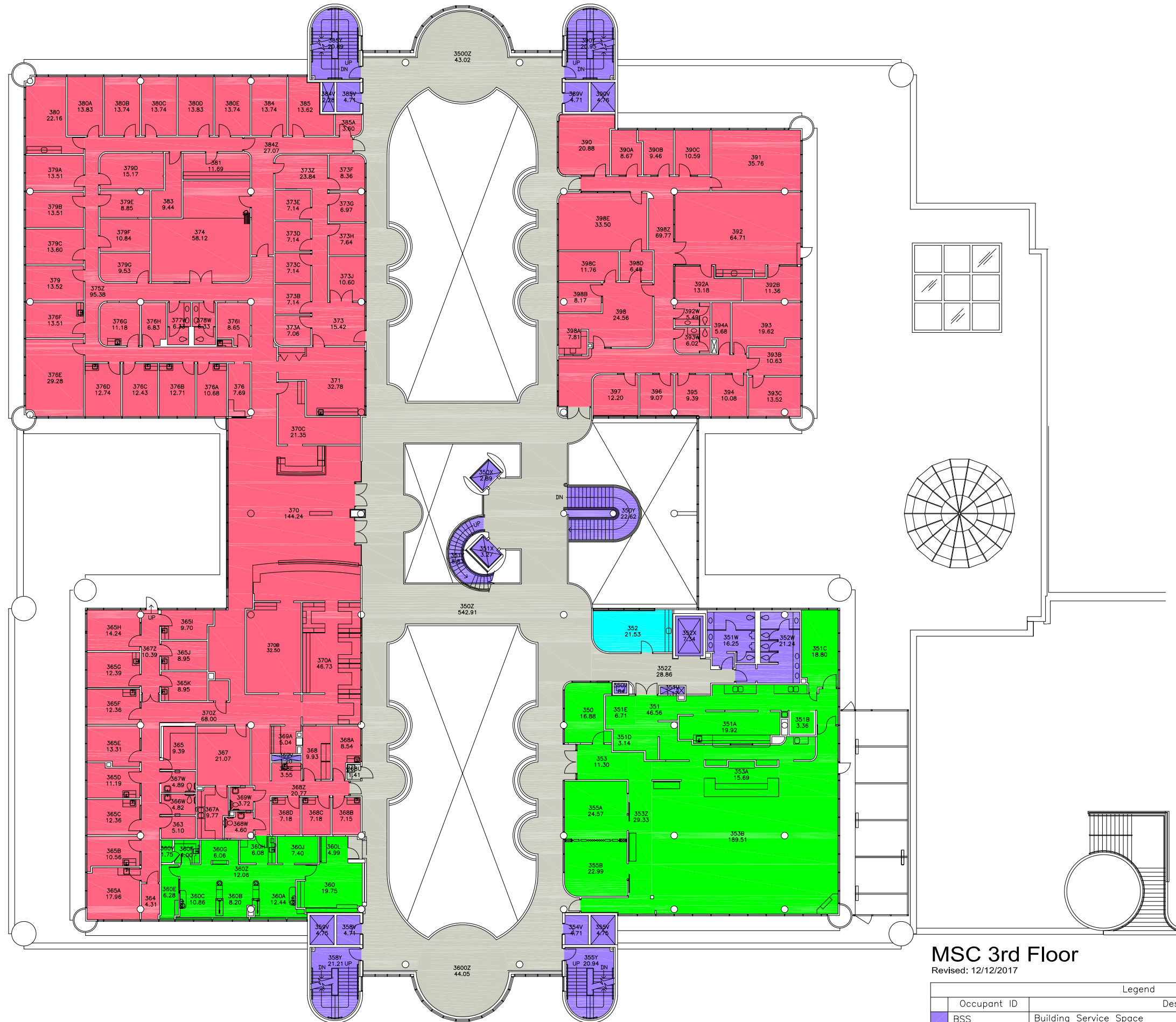
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third Party Commercial
SUASREV	SU Allocated Space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



MSC 2nd Floor

Revised: 11/22/2017

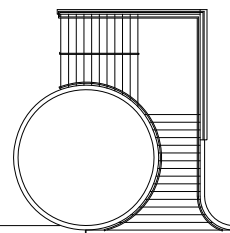
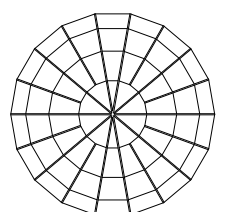
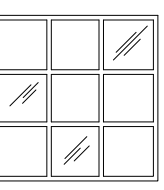
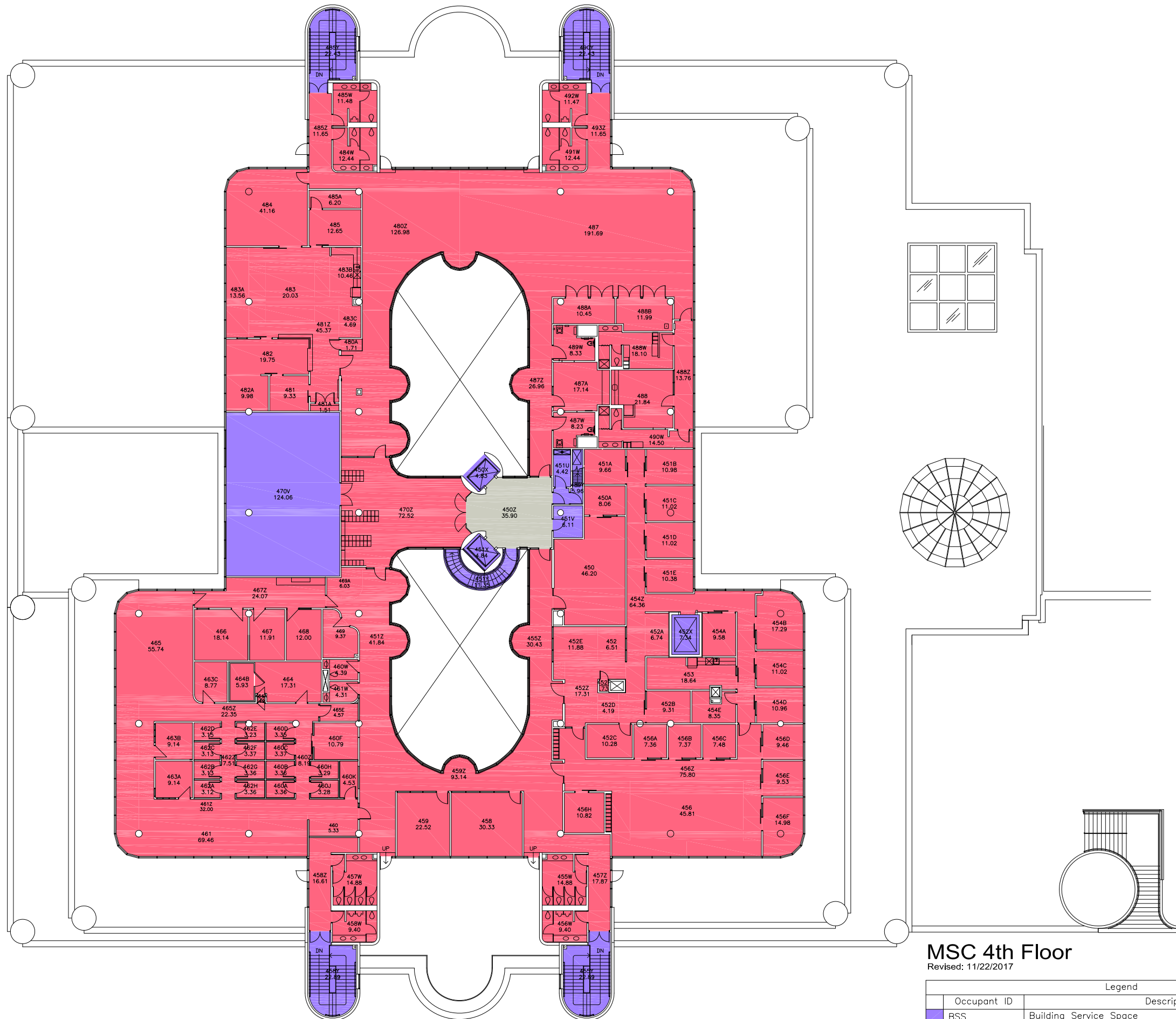
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
SUASREV	SU Allocated Space Revenue Generating
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third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



MSC 3rd Floor

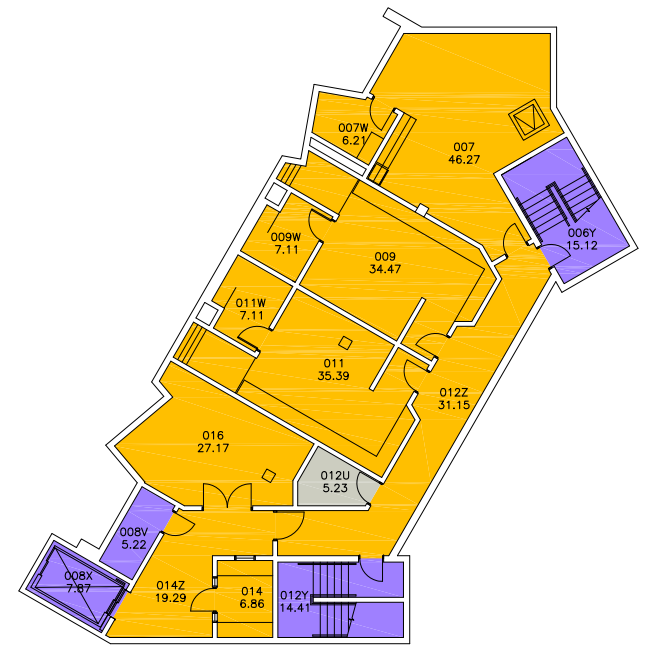
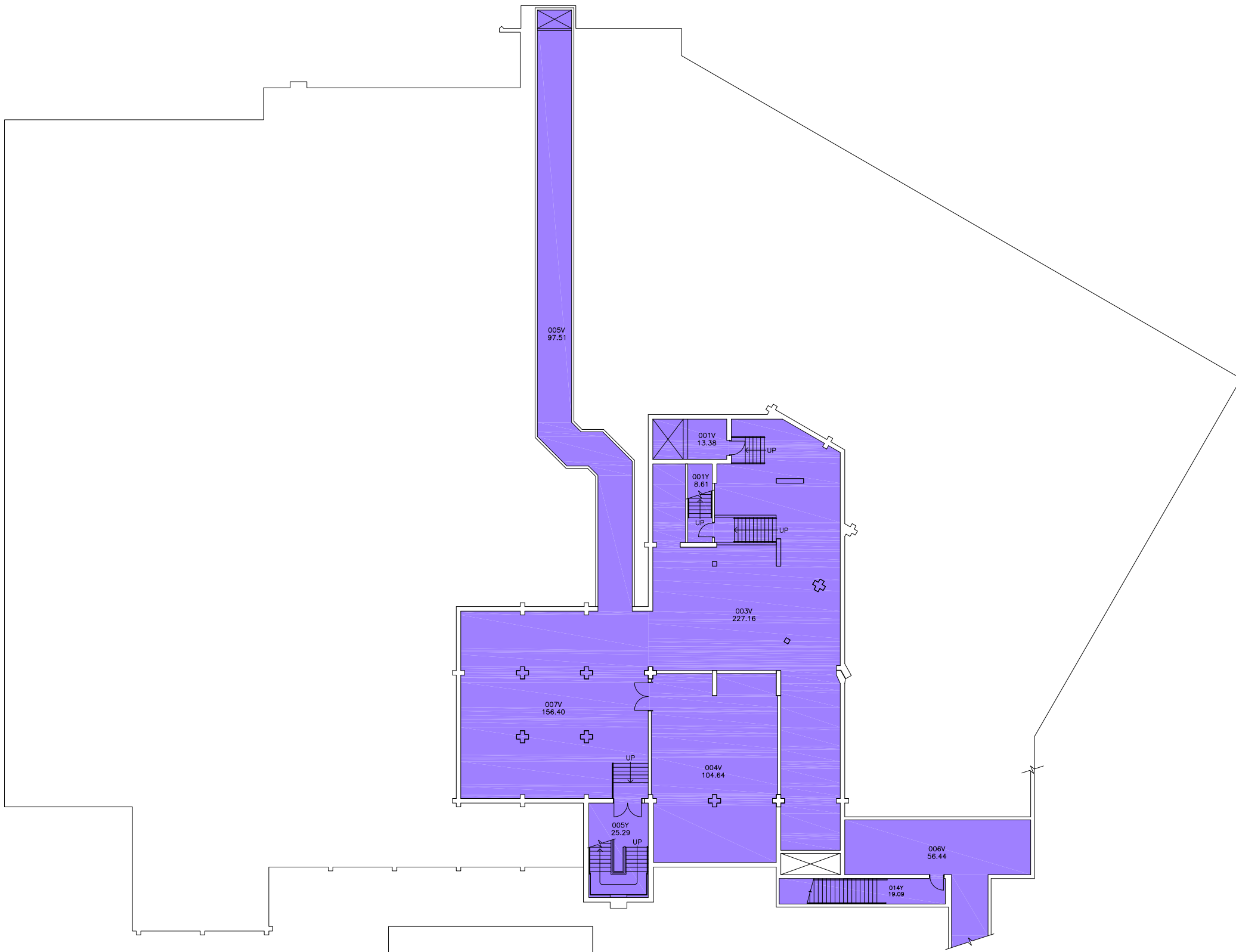
Revised: 12/12/2017

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
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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

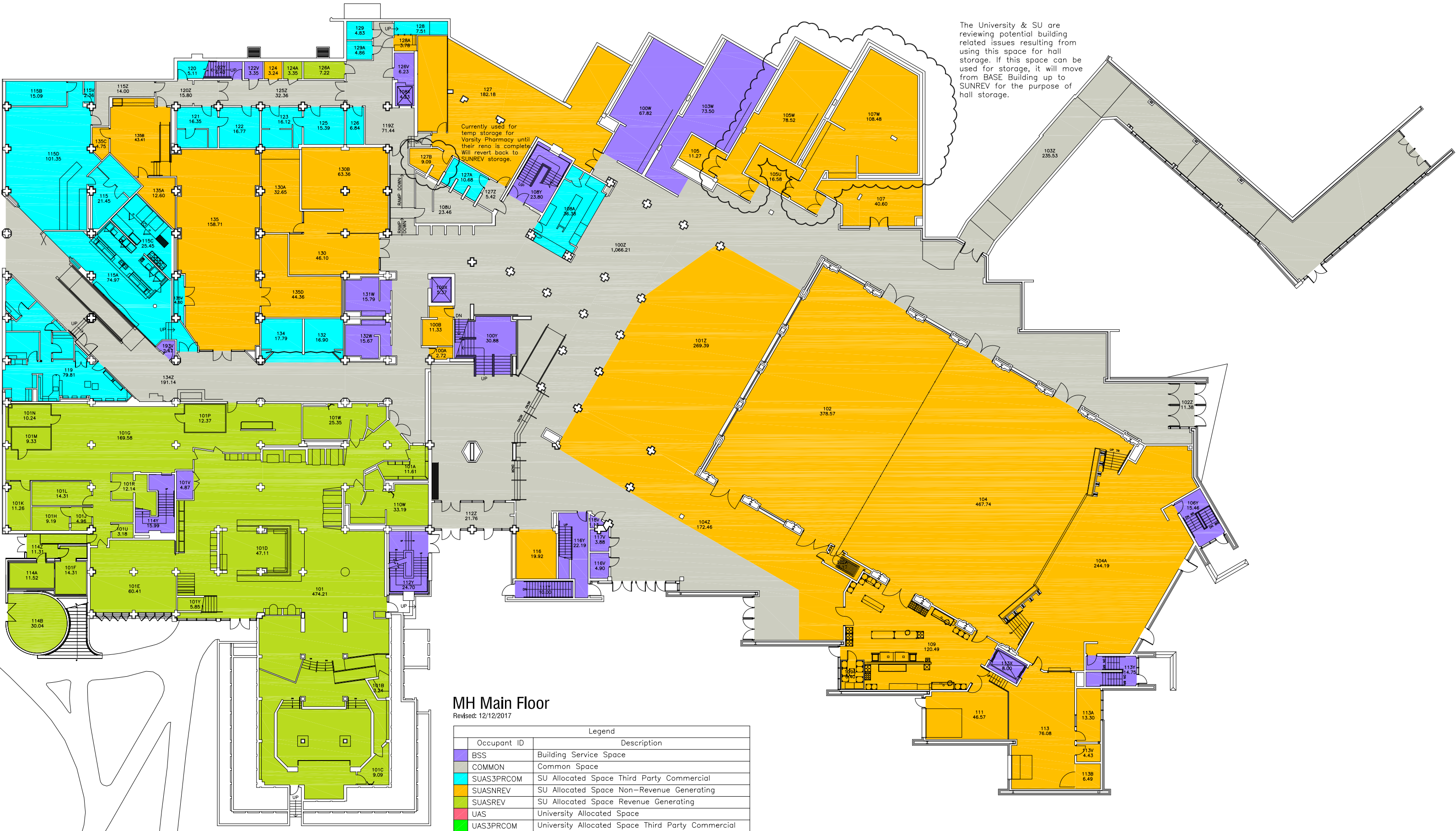


MH Basement Floor

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

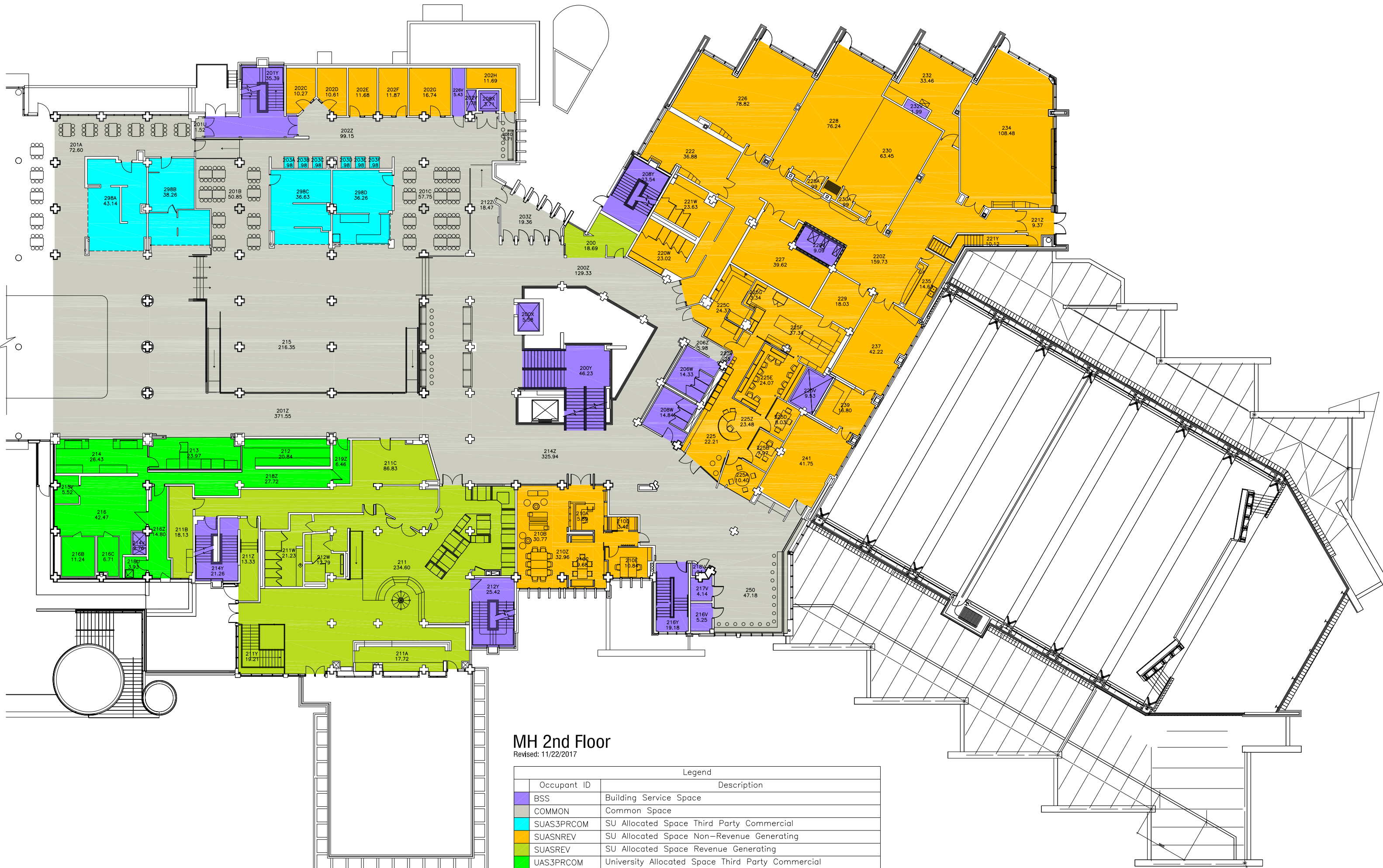
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MH Main Floor
Revised: 12/12/2017

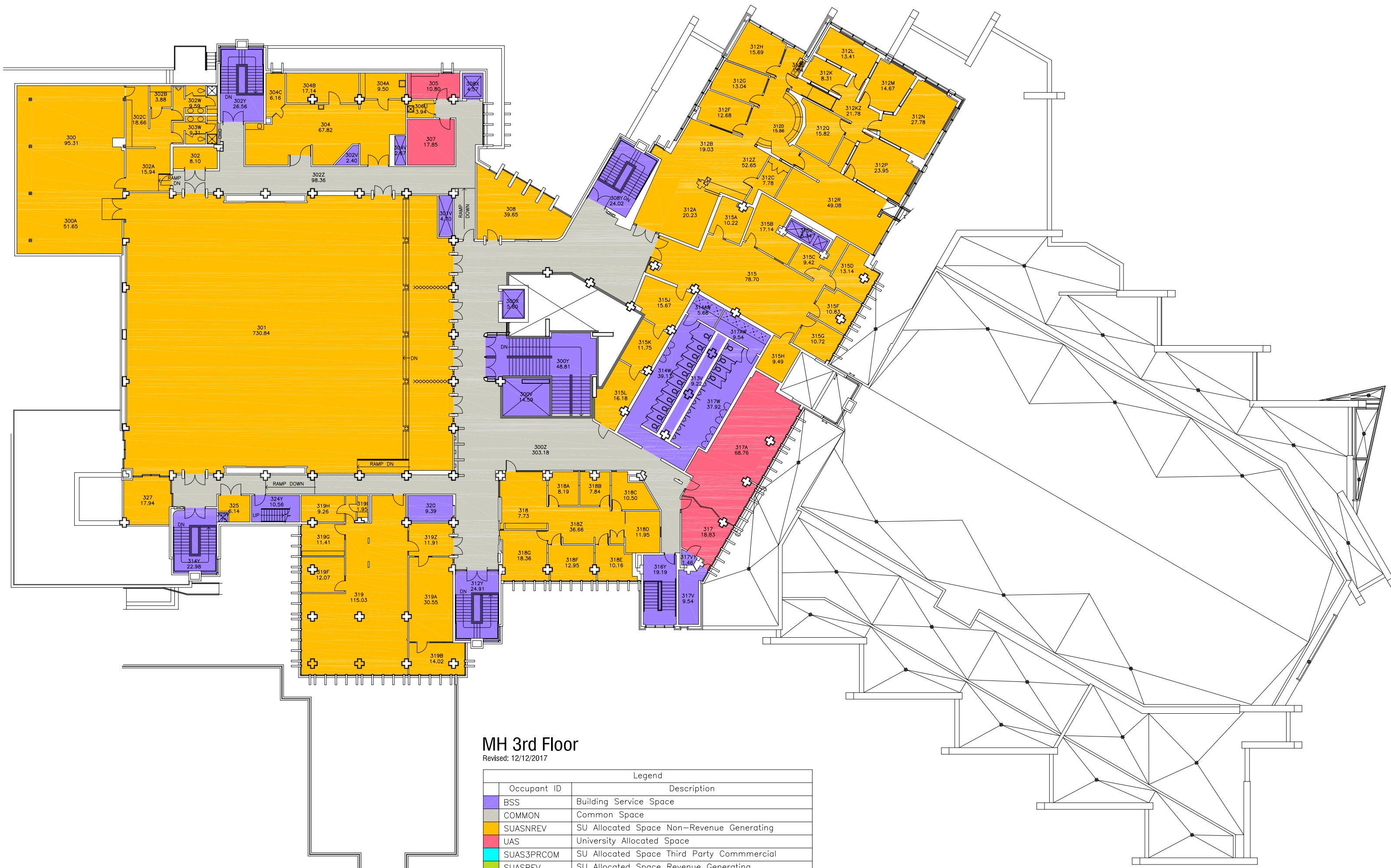
Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUAS3PRCOM	SU Allocated Space Third Party Commercial
SUASNREV	SU Allocated Space Non-Revenue Generating
SUASREV	SU Allocated Space Revenue Generating
UAS	University Allocated Space
UAS3PRCOM	University Allocated Space Third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

Currently used for temp storage for Varsity Pharmacy until their reno is complete. Will revert back to SUNREV storage.



MH 2nd Floor
Revised: 11/22/2017

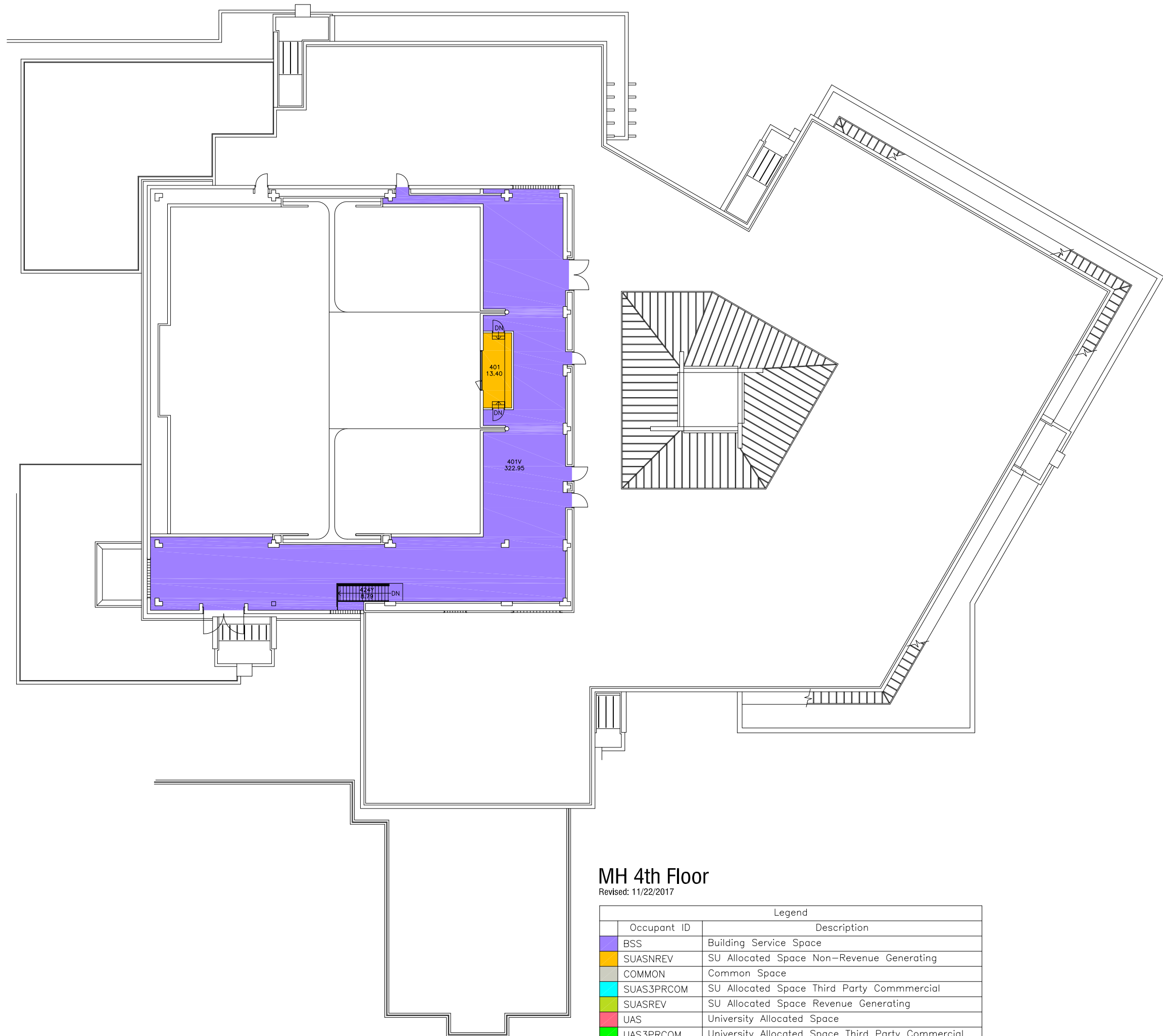
Legend	
Occupant ID	Description
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SUASNREV	SU Allocated Space Non-Revenue Generating
SUASREV	SU Allocated Space Revenue Generating
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UAS	University Allocated Space



MH 3rd Floor

Revised: 12/12/2017

Legend	
Occupant ID	Description
BSS	Building Service Space
COMMON	Common Space
SUASNREV	SU Allocated Space Non-Revenue Generating
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

SCHEDULE C

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

THE SPACE SPREADSHEET

MacEwan Building Net Allocated Space Calculation

Building Code		Total	Base	Common	Student Union Allocated Space	University Allocated Space
MH-01	Room Area m ² - Sum	6,281.79	381.38	1,688.50	4,211.91	
MH-02	Room Area m ² - Sum	3,592.06	250.67	1,422.74	1,728.56	190.09
MH-03	Room Area m ² - Sum	2,835.48	339.53	401.54	1,978.17	116.24
MH-04	Room Area m ² - Sum	345.14	331.74		13.40	
MH-B1	Room Area m ² - Sum	977.40	751.14	5.23	221.03	
MSC-01	Room Area m ² - Sum	5,371.46	317.82	1,281.90	642.76	3,128.98
MSC-02	Room Area m ² - Sum	5,352.47	256.81	2,336.52	1,545.32	1,213.82
MSC-03	Room Area m ² - Sum	3,127.80	205.02	660.25	21.53	2,241.00
MSC-04	Room Area m ² - Sum	2,317.18	259.55	35.90		2,021.73
MSC-B1	Room Area m ² - Sum	1,213.86	1,201.06	12.80		
	Total Space	31,414.64	4,294.72	7,845.38	10,362.68	8,911.86

Net Allocated Space Calculation

Total SU Allocated Space	10,362.68	Per Table Above
Total University Allocated Space	8,911.86	Per Table Above
Total SU and University Allocated Space (excluding Base Building and Common)	19,274.54	

SU Allocated Space as a Percentage of Total SU and University Allocated Space **54%**

University Allocated Space as a Percentage of Total SU and University Allocated Space **46%**

Rooms

Occupant ID	Building Code	Floor Code	Room Code	Room Area m²
BSS	MH	01	100W	67.82
BSS	MH	01	100X	5.37
BSS	MH	01	100Y	30.88
BSS	MH	01	101V	4.87
BSS	MH	01	102Y	6.40
BSS	MH	01	103W	73.50
BSS	MH	01	106Y	15.46
BSS	MH	01	108X	4.23
BSS	MH	01	108Y	23.80
BSS	MH	01	111Y	10.00
BSS	MH	01	112Y	24.70
BSS	MH	01	113X	8.00
BSS	MH	01	113Y	14.75
BSS	MH	01	114Y	15.99
BSS	MH	01	116V	4.90
BSS	MH	01	116Y	22.19
BSS	MH	01	117V	3.88
BSS	MH	01	118V	1.13
BSS	MH	01	122V	3.35
BSS	MH	01	126V	6.23
BSS	MH	01	131W	15.79
BSS	MH	01	132W	15.67
BSS	MH	01	193V	2.47
BSS	MH	02	200X	5.58
BSS	MH	02	200Y	46.23
BSS	MH	02	201Y	35.39
BSS	MH	02	202V	1.78
BSS	MH	02	206W	14.33
BSS	MH	02	208W	14.84
BSS	MH	02	208X	3.71
BSS	MH	02	208Y	23.54
BSS	MH	02	212Y	25.42
BSS	MH	02	214V	2.76
BSS	MH	02	214Y	21.26
BSS	MH	02	216V	5.25
BSS	MH	02	216Y	19.18
BSS	MH	02	217V	4.14
BSS	MH	02	218V	0.94
BSS	MH	02	220V	9.09
BSS	MH	02	223V	0.28
BSS	MH	02	225V	9.53
BSS	MH	02	226V	5.43
BSS	MH	02	232V	1.99
BSS	MH	03	300V	14.59
BSS	MH	03	300X	5.60
BSS	MH	03	300Y	48.81
BSS	MH	03	301V	4.70
BSS	MH	03	302V	2.40
BSS	MH	03	302Y	26.56
BSS	MH	03	304V	2.67
BSS	MH	03	308X	4.57
BSS	MH	03	308Y	24.02

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BSS	MH	03	313V	9.22
BSS	MH	03	314AW	5.68
BSS	MH	03	314W	39.13
BSS	MH	03	314Y	22.98
BSS	MH	03	315V	5.34
BSS	MH	03	316Y	19.19
BSS	MH	03	317AW	9.54
BSS	MH	03	317V	9.54
BSS	MH	03	317V1	1.46
BSS	MH	03	317W	37.92
BSS	MH	03	320	9.39
BSS	MH	03	324Y	10.56
BSS	MH	03	325V	0.75
BSS	MH	04	401V	322.95
BSS	MH	04	424Y	8.79
BSS	MH	B1	001V	13.38
BSS	MH	B1	001Y	8.61
BSS	MH	B1	003V	227.16
BSS	MH	B1	004V	104.64
BSS	MH	B1	005V	97.51
BSS	MH	B1	005Y	25.29
BSS	MH	B1	006V	56.44
BSS	MH	B1	006Y	15.12
BSS	MH	B1	007V	156.40
BSS	MH	B1	008V	5.22
BSS	MH	B1	008X	7.87
BSS	MH	B1	012Y	14.41
BSS	MH	B1	014Y	19.09
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BSS	MSC	01	151V	1.85
BSS	MSC	01	151X	2.89
BSS	MSC	01	152X	5.04
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BSS	MSC	01	158V	4.68
BSS	MSC	01	158Y	21.00
BSS	MSC	01	159V	7.02
BSS	MSC	01	161W	10.59
BSS	MSC	01	162W	11.12
BSS	MSC	01	170V	1.20
BSS	MSC	01	172V	1.11
BSS	MSC	01	180Y	62.87
BSS	MSC	01	184V	7.49
BSS	MSC	01	185V	4.68
BSS	MSC	01	185Y	21.13
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BSS	MSC	01	189V	4.66
BSS	MSC	01	190V	4.81
BSS	MSC	01	190W	17.71
BSS	MSC	01	190Y	21.09
BSS	MSC	01	191V	4.77
BSS	MSC	01	191W	16.29
BSS	MSC	01	192V	9.10

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BSS	MSC	01	198A	2.59
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BSS	MSC	02	250X	3.47
BSS	MSC	02	251X	3.47
BSS	MSC	02	252X	5.06
BSS	MSC	02	254V	4.60
BSS	MSC	02	255V	4.77
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BSS	MSC	02	270V	1.72
BSS	MSC	02	277W	8.36
BSS	MSC	02	278V	1.56
BSS	MSC	02	284V	7.70
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BSS	MSC	02	285V	4.57
BSS	MSC	02	285Y	21.10
BSS	MSC	02	286V	4.76
BSS	MSC	02	288V	9.09
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BSS	MSC	03	352W	21.24
BSS	MSC	03	352X	7.34
BSS	MSC	03	354V	4.71
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BSS	MSC	04	451U	4.42
BSS	MSC	04	451V	6.11
BSS	MSC	04	451X	4.84
BSS	MSC	04	451Y	11.35

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BSS	MSC	04	489Y	5.96
BSS	MSC	04	490Y	22.43
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BSS	MSC	B1	50X	4.83
BSS	MSC	B1	51X	4.83
BSS	MSC	B1	52	55.11
BSS	MSC	B1	52V	7.34
BSS	MSC	B1	53V	33.12
BSS	MSC	B1	53Z	10.84
BSS	MSC	B1	54V	142.04
BSS	MSC	B1	54Y	11.43
BSS	MSC	B1	55V	7.80
BSS	MSC	B1	55Y	21.42
BSS	MSC	B1	55Z	16.62
BSS	MSC	B1	56V	37.20
BSS	MSC	B1	57V	1.05
BSS	MSC	B1	58V	1.05
BSS	MSC	B1	59V	7.80
BSS	MSC	B1	60V	306.03
BSS	MSC	B1	60Z	67.04
BSS	MSC	B1	65V	26.87
BSS	MSC	B1	84V	8.00
BSS	MSC	B1	85Y	21.43
BSS	MSC	B1	85Z	9.74
BSS	MSC	B1	86V	264.95
BSS	MSC	B1	90	44.98
BSS	MSC	B1	90V	8.00
BSS	MSC	B1	90Y	23.71
BSS	MSC	B1	90Z	8.27
BSS	MSC	B1	91V	15.92
COMMON	MH	01	100Z	1,066.21
COMMON	MH	01	102Z	11.38
COMMON	MH	01	103Z	235.53
COMMON	MH	01	108U	23.46
COMMON	MH	01	112Z	21.76
COMMON	MH	01	115Z	14.00
COMMON	MH	01	119Z	71.44
COMMON	MH	01	120Z	15.80
COMMON	MH	01	125Z	32.36
COMMON	MH	01	127Z	5.42
COMMON	MH	01	134Z	191.14
COMMON	MH	02	200Z	129.33
COMMON	MH	02	201A	72.60
COMMON	MH	02	201B	50.85
COMMON	MH	02	201C	57.75
COMMON	MH	02	201D	6.71
COMMON	MH	02	201U	1.52
COMMON	MH	02	201Z	371.55
COMMON	MH	02	202Z	99.15
COMMON	MH	02	203Z	19.36
COMMON	MH	02	206Z	5.98

COMMON	MH	02	212Z	18.47
COMMON	MH	02	214Z	325.94
COMMON	MH	02	215	216.35
COMMON	MH	02	250	47.18
COMMON	MH	03	300Z	303.18
COMMON	MH	03	302Z	98.36
COMMON	MH	B1	012U	5.23
COMMON	MSC	01	148Z	83.24
COMMON	MSC	01	150A	7.80
COMMON	MSC	01	150Z	310.86
COMMON	MSC	01	151D	6.14
COMMON	MSC	01	151Z	4.95
COMMON	MSC	01	156	288.61
COMMON	MSC	01	156C	44.84
COMMON	MSC	01	156D	3.16
COMMON	MSC	01	156J	2.47
COMMON	MSC	01	156K	2.47
COMMON	MSC	01	156Z	19.25
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UAS	MSC	03	376F	13.51
UAS	MSC	03	376G	11.18
UAS	MSC	03	376H	6.83
UAS	MSC	03	376I	8.65
UAS	MSC	03	377W	6.33
UAS	MSC	03	378W	6.33
UAS	MSC	03	379	13.52
UAS	MSC	03	379A	13.51
UAS	MSC	03	379B	13.51
UAS	MSC	03	379C	13.60
UAS	MSC	03	379D	15.17
UAS	MSC	03	379E	8.85
UAS	MSC	03	379F	10.84
UAS	MSC	03	379G	9.53
UAS	MSC	03	380	22.16
UAS	MSC	03	380A	13.83
UAS	MSC	03	380B	13.74
UAS	MSC	03	380C	13.74
UAS	MSC	03	380D	13.83
UAS	MSC	03	380E	13.74
UAS	MSC	03	381	11.69
UAS	MSC	03	383	9.44
UAS	MSC	03	384	13.74
UAS	MSC	03	384Z	27.07
UAS	MSC	03	385	13.62
UAS	MSC	03	385A	3.60
UAS	MSC	03	390	20.88
UAS	MSC	03	390A	8.67
UAS	MSC	03	390B	9.46
UAS	MSC	03	390C	10.59
UAS	MSC	03	391	35.76
UAS	MSC	03	392	64.71
UAS	MSC	03	392A	13.18
UAS	MSC	03	392B	11.36
UAS	MSC	03	392W	5.49
UAS	MSC	03	393	19.62
UAS	MSC	03	393B	10.63
UAS	MSC	03	393C	13.52
UAS	MSC	03	393W	6.02
UAS	MSC	03	394	10.08
UAS	MSC	03	394A	5.68
UAS	MSC	03	395	9.39
UAS	MSC	03	396	9.07
UAS	MSC	03	397	12.20
UAS	MSC	03	398	24.56
UAS	MSC	03	398A	7.81
UAS	MSC	03	398B	8.17

UAS	MSC	03	398C	11.76
UAS	MSC	03	398D	6.48
UAS	MSC	03	398E	33.50
UAS	MSC	03	398Z	69.77
UAS	MSC	04	450	46.20
UAS	MSC	04	450A	8.06
UAS	MSC	04	451A	9.66
UAS	MSC	04	451B	10.98
UAS	MSC	04	451C	11.02
UAS	MSC	04	451D	11.02
UAS	MSC	04	451E	10.38
UAS	MSC	04	451Z	41.84
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UAS	MSC	04	452A	6.74
UAS	MSC	04	452B	9.31
UAS	MSC	04	452C	10.28
UAS	MSC	04	452D	4.19
UAS	MSC	04	452E	11.88
UAS	MSC	04	452F	0.73
UAS	MSC	04	452Z	17.31
UAS	MSC	04	453	18.64
UAS	MSC	04	454A	9.58
UAS	MSC	04	454B	17.29
UAS	MSC	04	454C	11.02
UAS	MSC	04	454D	10.96
UAS	MSC	04	454E	8.35
UAS	MSC	04	454Z	64.36
UAS	MSC	04	455W	14.88
UAS	MSC	04	455Z	30.43
UAS	MSC	04	456	45.81
UAS	MSC	04	456A	7.36
UAS	MSC	04	456B	7.37
UAS	MSC	04	456C	7.48
UAS	MSC	04	456D	9.46
UAS	MSC	04	456E	9.53
UAS	MSC	04	456F	14.98
UAS	MSC	04	456H	10.82
UAS	MSC	04	456W	9.40
UAS	MSC	04	456Z	75.80
UAS	MSC	04	457W	14.88
UAS	MSC	04	457Z	17.87
UAS	MSC	04	458	30.33
UAS	MSC	04	458W	9.40
UAS	MSC	04	458Z	16.61
UAS	MSC	04	459	22.52
UAS	MSC	04	459Z	93.14
UAS	MSC	04	460	5.33
UAS	MSC	04	460A	3.36
UAS	MSC	04	460B	3.36
UAS	MSC	04	460C	3.37
UAS	MSC	04	460D	3.35
UAS	MSC	04	460F	10.79
UAS	MSC	04	460H	3.29
UAS	MSC	04	460J	3.28
UAS	MSC	04	460K	4.53
UAS	MSC	04	460W	4.39

UAS	MSC	04	460Z	8.19
UAS	MSC	04	461	69.46
UAS	MSC	04	461W	4.31
UAS	MSC	04	461Z	32.00
UAS	MSC	04	462A	3.12
UAS	MSC	04	462B	3.13
UAS	MSC	04	462C	3.13
UAS	MSC	04	462D	3.15
UAS	MSC	04	462E	3.23
UAS	MSC	04	462F	3.37
UAS	MSC	04	462G	3.36
UAS	MSC	04	462H	3.36
UAS	MSC	04	462Z	7.51
UAS	MSC	04	463A	9.14
UAS	MSC	04	463B	9.14
UAS	MSC	04	463C	8.77
UAS	MSC	04	464	17.31
UAS	MSC	04	464A	0.49
UAS	MSC	04	464B	5.93
UAS	MSC	04	465	55.74
UAS	MSC	04	465E	4.57
UAS	MSC	04	465Z	22.35
UAS	MSC	04	466	18.14
UAS	MSC	04	467	11.91
UAS	MSC	04	467Z	24.07
UAS	MSC	04	468	12.00
UAS	MSC	04	469	9.37
UAS	MSC	04	469A	6.03
UAS	MSC	04	470Z	72.52
UAS	MSC	04	480A	1.71
UAS	MSC	04	480Z	126.98
UAS	MSC	04	481	9.33
UAS	MSC	04	481A	1.51
UAS	MSC	04	481Z	45.37
UAS	MSC	04	482	19.75
UAS	MSC	04	482A	9.98
UAS	MSC	04	483	20.03
UAS	MSC	04	483A	13.56
UAS	MSC	04	483B	10.46
UAS	MSC	04	483C	4.69
UAS	MSC	04	484	41.16
UAS	MSC	04	484W	12.44
UAS	MSC	04	485	12.65
UAS	MSC	04	485A	6.20
UAS	MSC	04	485W	11.48
UAS	MSC	04	485Z	11.65
UAS	MSC	04	487	191.69
UAS	MSC	04	487A	17.14
UAS	MSC	04	487W	8.23
UAS	MSC	04	487Z	26.96
UAS	MSC	04	488	21.84
UAS	MSC	04	488A	10.45
UAS	MSC	04	488B	11.99
UAS	MSC	04	488W	18.10
UAS	MSC	04	488Z	13.76
UAS	MSC	04	489W	8.33

UAS	MSC	04	490W	14.50
UAS	MSC	04	491W	12.44
UAS	MSC	04	492W	11.47
UAS	MSC	04	493Z	11.65
UAS	MSC	B1	50	0.00

Rooms

Occupant ID	Building Code	Floor Code	Room Code	Room Area m²
BSS	MH	01	100W	67.82
BSS	MH	01	100X	5.37
BSS	MH	01	100Y	30.88
BSS	MH	01	101V	4.87
BSS	MH	01	102Y	6.40
BSS	MH	01	103W	73.50
BSS	MH	01	106Y	15.46
BSS	MH	01	108X	4.23
BSS	MH	01	108Y	23.80
BSS	MH	01	111Y	10.00
BSS	MH	01	112Y	24.70
BSS	MH	01	113X	8.00
BSS	MH	01	113Y	14.75
BSS	MH	01	114Y	15.99
BSS	MH	01	116V	4.90
BSS	MH	01	116Y	22.19
BSS	MH	01	117V	3.88
BSS	MH	01	118V	1.13
BSS	MH	01	122V	3.35
BSS	MH	01	126V	6.23
BSS	MH	01	131W	15.79
BSS	MH	01	132W	15.67
BSS	MH	01	193V	2.47
BSS	MH	02	200X	5.58
BSS	MH	02	200Y	46.23
BSS	MH	02	201Y	35.39
BSS	MH	02	202V	1.78
BSS	MH	02	206W	14.33
BSS	MH	02	208W	14.84
BSS	MH	02	208X	3.71
BSS	MH	02	208Y	23.54
BSS	MH	02	212Y	25.42
BSS	MH	02	214V	2.76
BSS	MH	02	214Y	21.26
BSS	MH	02	216V	5.25
BSS	MH	02	216Y	19.18
BSS	MH	02	217V	4.14
BSS	MH	02	218V	0.94
BSS	MH	02	220V	9.09
BSS	MH	02	223V	0.28
BSS	MH	02	225V	9.53
BSS	MH	02	226V	5.43
BSS	MH	02	232V	1.99
BSS	MH	03	300V	14.59
BSS	MH	03	300X	5.60
BSS	MH	03	300Y	48.81
BSS	MH	03	301V	4.70
BSS	MH	03	302V	2.40
BSS	MH	03	302Y	26.56
BSS	MH	03	304V	2.67
BSS	MH	03	308X	4.57
BSS	MH	03	308Y	24.02

BSS	MH	03	312Y	24.91
BSS	MH	03	313V	9.22
BSS	MH	03	314AW	5.68
BSS	MH	03	314W	39.13
BSS	MH	03	314Y	22.98
BSS	MH	03	315V	5.34
BSS	MH	03	316Y	19.19
BSS	MH	03	317AW	9.54
BSS	MH	03	317V	9.54
BSS	MH	03	317V1	1.46
BSS	MH	03	317W	37.92
BSS	MH	03	320	9.39
BSS	MH	03	324Y	10.56
BSS	MH	03	325V	0.75
BSS	MH	04	401V	322.95
BSS	MH	04	424Y	8.79
BSS	MH	B1	001V	13.38
BSS	MH	B1	001Y	8.61
BSS	MH	B1	003V	227.16
BSS	MH	B1	004V	104.64
BSS	MH	B1	005V	97.51
BSS	MH	B1	005Y	25.29
BSS	MH	B1	006V	56.44
BSS	MH	B1	006Y	15.12
BSS	MH	B1	007V	156.40
BSS	MH	B1	008V	5.22
BSS	MH	B1	008X	7.87
BSS	MH	B1	012Y	14.41
BSS	MH	B1	014Y	19.09
BSS	MSC	01	150X	2.89
BSS	MSC	01	150Y	15.62
BSS	MSC	01	151V	1.85
BSS	MSC	01	151X	2.89
BSS	MSC	01	152X	5.04
BSS	MSC	01	154V	4.65
BSS	MSC	01	155V	7.02
BSS	MSC	01	155Y	21.00
BSS	MSC	01	158V	4.68
BSS	MSC	01	158Y	21.00
BSS	MSC	01	159V	7.02
BSS	MSC	01	161W	10.59
BSS	MSC	01	162W	11.12
BSS	MSC	01	170V	1.20
BSS	MSC	01	172V	1.11
BSS	MSC	01	180Y	62.87
BSS	MSC	01	184V	7.49
BSS	MSC	01	185V	4.68
BSS	MSC	01	185Y	21.13
BSS	MSC	01	186V	2.78
BSS	MSC	01	189V	4.66
BSS	MSC	01	190V	4.81
BSS	MSC	01	190W	17.71
BSS	MSC	01	190Y	21.09
BSS	MSC	01	191V	4.77
BSS	MSC	01	191W	16.29
BSS	MSC	01	192V	9.10

BSS	MSC	01	195V	19.06
BSS	MSC	01	198A	2.59
BSS	MSC	01	199V	1.11
BSS	MSC	02	249Y	29.96
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BSS	MSC	02	251X	3.47
BSS	MSC	02	252X	5.06
BSS	MSC	02	254V	4.60
BSS	MSC	02	255V	4.77
BSS	MSC	02	255Y	21.12
BSS	MSC	02	258V	4.69
BSS	MSC	02	258Y	21.12
BSS	MSC	02	259V	4.77
BSS	MSC	02	269V	0.82
BSS	MSC	02	270V	1.72
BSS	MSC	02	277W	8.36
BSS	MSC	02	278V	1.56
BSS	MSC	02	284V	7.70
BSS	MSC	02	285U	2.58
BSS	MSC	02	285V	4.57
BSS	MSC	02	285Y	21.10
BSS	MSC	02	286V	4.76
BSS	MSC	02	288V	9.09
BSS	MSC	02	289V	4.60
BSS	MSC	02	290V	7.17
BSS	MSC	02	290Y	21.14
BSS	MSC	02	293W	10.09
BSS	MSC	02	295W	23.29
BSS	MSC	02	296W	25.23
BSS	MSC	03	350V	0.84
BSS	MSC	03	350X	2.89
BSS	MSC	03	350Y	22.62
BSS	MSC	03	351V	1.17
BSS	MSC	03	351W	16.25
BSS	MSC	03	351X	3.27
BSS	MSC	03	351Y	8.83
BSS	MSC	03	352W	21.24
BSS	MSC	03	352X	7.34
BSS	MSC	03	354V	4.71
BSS	MSC	03	355V	4.75
BSS	MSC	03	355Y	20.94
BSS	MSC	03	358V	4.71
BSS	MSC	03	358Y	21.21
BSS	MSC	03	359V	4.75
BSS	MSC	03	369V	1.20
BSS	MSC	03	384V	2.28
BSS	MSC	03	385V	4.71
BSS	MSC	03	385Y	20.89
BSS	MSC	03	389V	4.71
BSS	MSC	03	390V	4.76
BSS	MSC	03	390Y	20.95
BSS	MSC	04	450X	4.83
BSS	MSC	04	451U	4.42
BSS	MSC	04	451V	6.11
BSS	MSC	04	451X	4.84
BSS	MSC	04	451Y	11.35

BSS	MSC	04	452X	7.34
BSS	MSC	04	455Y	22.89
BSS	MSC	04	458Y	22.89
BSS	MSC	04	470V	124.06
BSS	MSC	04	485Y	22.43
BSS	MSC	04	489Y	5.96
BSS	MSC	04	490Y	22.43
BSS	MSC	B1	50V	33.64
BSS	MSC	B1	50X	4.83
BSS	MSC	B1	51X	4.83
BSS	MSC	B1	52	55.11
BSS	MSC	B1	52V	7.34
BSS	MSC	B1	53V	33.12
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BSS	MSC	B1	55V	7.80
BSS	MSC	B1	55Y	21.42
BSS	MSC	B1	55Z	16.62
BSS	MSC	B1	56V	37.20
BSS	MSC	B1	57V	1.05
BSS	MSC	B1	58V	1.05
BSS	MSC	B1	59V	7.80
BSS	MSC	B1	60V	306.03
BSS	MSC	B1	60Z	67.04
BSS	MSC	B1	65V	26.87
BSS	MSC	B1	84V	8.00
BSS	MSC	B1	85Y	21.43
BSS	MSC	B1	85Z	9.74
BSS	MSC	B1	86V	264.95
BSS	MSC	B1	90	44.98
BSS	MSC	B1	90V	8.00
BSS	MSC	B1	90Y	23.71
BSS	MSC	B1	90Z	8.27
BSS	MSC	B1	91V	15.92
COMMON	MH	01	100Z	1,066.21
COMMON	MH	01	102Z	11.38
COMMON	MH	01	103Z	235.53
COMMON	MH	01	108U	23.46
COMMON	MH	01	112Z	21.76
COMMON	MH	01	115Z	14.00
COMMON	MH	01	119Z	71.44
COMMON	MH	01	120Z	15.80
COMMON	MH	01	125Z	32.36
COMMON	MH	01	127Z	5.42
COMMON	MH	01	134Z	191.14
COMMON	MH	02	200Z	129.33
COMMON	MH	02	201A	72.60
COMMON	MH	02	201B	50.85
COMMON	MH	02	201C	57.75
COMMON	MH	02	201D	6.71
COMMON	MH	02	201U	1.52
COMMON	MH	02	201Z	371.55
COMMON	MH	02	202Z	99.15
COMMON	MH	02	203Z	19.36
COMMON	MH	02	206Z	5.98

COMMON	MH	02	212Z	18.47
COMMON	MH	02	214Z	325.94
COMMON	MH	02	215	216.35
COMMON	MH	02	250	47.18
COMMON	MH	03	300Z	303.18
COMMON	MH	03	302Z	98.36
COMMON	MH	B1	012U	5.23
COMMON	MSC	01	148Z	83.24
COMMON	MSC	01	150A	7.80
COMMON	MSC	01	150Z	310.86
COMMON	MSC	01	151D	6.14
COMMON	MSC	01	151Z	4.95
COMMON	MSC	01	156	288.61
COMMON	MSC	01	156C	44.84
COMMON	MSC	01	156D	3.16
COMMON	MSC	01	156J	2.47
COMMON	MSC	01	156K	2.47
COMMON	MSC	01	156Z	19.25
COMMON	MSC	01	180Z	244.99
COMMON	MSC	01	191Z	14.37
COMMON	MSC	01	193U	2.86
COMMON	MSC	01	193Z	228.72
COMMON	MSC	01	195Z	17.17
COMMON	MSC	02	248Z	167.22
COMMON	MSC	02	249	301.08
COMMON	MSC	02	249A	16.05
COMMON	MSC	02	249B	16.20
COMMON	MSC	02	249C	205.67
COMMON	MSC	02	249E	197.94
COMMON	MSC	02	249Z	188.05
COMMON	MSC	02	251Z	719.39
COMMON	MSC	02	252Z	35.01
COMMON	MSC	02	255Z	11.86
COMMON	MSC	02	258	38.31
COMMON	MSC	02	258Z	11.87
COMMON	MSC	02	277Z	117.09
COMMON	MSC	02	285Z	11.98
COMMON	MSC	02	289	48.62
COMMON	MSC	02	290U	10.84
COMMON	MSC	02	290Z	11.94
COMMON	MSC	02	294C	210.16
COMMON	MSC	02	296Z	17.24
COMMON	MSC	03	3500Z	43.02
COMMON	MSC	03	350Z	542.91
COMMON	MSC	03	352Z	28.86
COMMON	MSC	03	3600Z	44.05
COMMON	MSC	03	368U	1.41
COMMON	MSC	04	450Z	35.90
COMMON	MSC	B1	50Z	12.80
SUAS3PRCOM	MH	01	108A	36.38
SUAS3PRCOM	MH	01	115	21.45
SUAS3PRCOM	MH	01	115A	74.97
SUAS3PRCOM	MH	01	115B	15.09
SUAS3PRCOM	MH	01	115C	25.45
SUAS3PRCOM	MH	01	115D	101.35
SUAS3PRCOM	MH	01	115V	2.36

SUAS3PRCOM	MH	01	119	79.81
SUAS3PRCOM	MH	01	120	5.11
SUAS3PRCOM	MH	01	121	16.35
SUAS3PRCOM	MH	01	122	16.77
SUAS3PRCOM	MH	01	123	16.12
SUAS3PRCOM	MH	01	125	15.39
SUAS3PRCOM	MH	01	126	6.84
SUAS3PRCOM	MH	01	127A	10.68
SUAS3PRCOM	MH	01	128	7.51
SUAS3PRCOM	MH	01	129	4.83
SUAS3PRCOM	MH	01	129A	4.86
SUAS3PRCOM	MH	01	132	16.90
SUAS3PRCOM	MH	01	134	17.79
SUAS3PRCOM	MH	01	135V	4.60
SUAS3PRCOM	MH	02	203A	0.98
SUAS3PRCOM	MH	02	203B	0.98
SUAS3PRCOM	MH	02	203C	0.98
SUAS3PRCOM	MH	02	203D	0.98
SUAS3PRCOM	MH	02	203E	0.98
SUAS3PRCOM	MH	02	203F	0.98
SUAS3PRCOM	MH	02	298A	43.14
SUAS3PRCOM	MH	02	298B	38.26
SUAS3PRCOM	MH	02	298C	36.63
SUAS3PRCOM	MH	02	298D	36.26
SUAS3PRCOM	MSC	01	156A	9.25
SUAS3PRCOM	MSC	01	180	118.94
SUAS3PRCOM	MSC	01	180A	10.73
SUAS3PRCOM	MSC	01	180B	16.23
SUAS3PRCOM	MSC	01	184	7.79
SUAS3PRCOM	MSC	01	190	34.59
SUAS3PRCOM	MSC	01	190A	5.23
SUAS3PRCOM	MSC	01	190B	4.52
SUAS3PRCOM	MSC	01	191	25.22
SUAS3PRCOM	MSC	01	191A	8.01
SUAS3PRCOM	MSC	01	191B	9.29
SUAS3PRCOM	MSC	01	192	37.76
SUAS3PRCOM	MSC	01	192A	12.01
SUAS3PRCOM	MSC	01	194	1.90
SUAS3PRCOM	MSC	01	196	15.91
SUAS3PRCOM	MSC	01	196A	11.33
SUAS3PRCOM	MSC	01	197	11.04
SUAS3PRCOM	MSC	01	197A	2.46
SUAS3PRCOM	MSC	01	197B	8.62
SUAS3PRCOM	MSC	02	250B	18.25
SUAS3PRCOM	MSC	02	250C	27.44
SUAS3PRCOM	MSC	02	250D	32.71
SUAS3PRCOM	MSC	02	250G	18.58
SUAS3PRCOM	MSC	02	250H	19.13
SUAS3PRCOM	MSC	02	290	20.42
SUAS3PRCOM	MSC	02	290A	28.40
SUAS3PRCOM	MSC	02	291	110.35
SUAS3PRCOM	MSC	02	291A	8.90
SUAS3PRCOM	MSC	02	291B	9.41
SUAS3PRCOM	MSC	02	296	19.41
SUAS3PRCOM	MSC	02	297	34.74
SUAS3PRCOM	MSC	02	299	31.31

SUAS3PRCOM	MSC	03	352	21.53
SUASNREV	MH	01	100A	2.72
SUASNREV	MH	01	100B	11.33
SUASNREV	MH	01	101Z	269.39
SUASNREV	MH	01	102	378.57
SUASNREV	MH	01	102A	7.17
SUASNREV	MH	01	104	467.74
SUASNREV	MH	01	104A	244.19
SUASNREV	MH	01	104Z	172.46
SUASNREV	MH	01	105	11.27
SUASNREV	MH	01	105U	16.58
SUASNREV	MH	01	105W	78.52
SUASNREV	MH	01	107	40.60
SUASNREV	MH	01	107W	108.48
SUASNREV	MH	01	109	120.49
SUASNREV	MH	01	109A	6.40
SUASNREV	MH	01	111	46.57
SUASNREV	MH	01	113	76.08
SUASNREV	MH	01	113A	13.30
SUASNREV	MH	01	113B	6.49
SUASNREV	MH	01	113V	4.43
SUASNREV	MH	01	116	19.92
SUASNREV	MH	01	124	3.24
SUASNREV	MH	01	127	182.18
SUASNREV	MH	01	127B	9.09
SUASNREV	MH	01	128A	3.78
SUASNREV	MH	01	130	46.10
SUASNREV	MH	01	130A	32.65
SUASNREV	MH	01	130B	63.36
SUASNREV	MH	01	135	158.71
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SUASNREV	MH	01	135B	43.41
SUASNREV	MH	01	135C	4.75
SUASNREV	MH	01	135D	44.36
SUASNREV	MH	02	202C	10.27
SUASNREV	MH	02	202D	10.61
SUASNREV	MH	02	202E	11.68
SUASNREV	MH	02	202F	11.87
SUASNREV	MH	02	202G	16.74
SUASNREV	MH	02	202H	11.69
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SUASNREV	MH	02	210B	30.77
SUASNREV	MH	02	210C	9.68
SUASNREV	MH	02	210D	3.42
SUASNREV	MH	02	210E	10.84
SUASNREV	MH	02	210Z	32.96
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SUASNREV	MH	02	221Y	10.12
SUASNREV	MH	02	221Z	9.37
SUASNREV	MH	02	222	36.88
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SUASNREV	MH	02	225B	7.97
SUASNREV	MH	02	225C	24.37

SUASNREV	MH	02	225D	8.03
SUASNREV	MH	02	225E	24.07
SUASNREV	MH	02	225F	37.34
SUASNREV	MH	02	225G	3.34
SUASNREV	MH	02	225Z	23.48
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SUASNREV	MH	02	228	76.24
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SUASNREV	MH	02	229	18.03
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SUASNREV	MH	02	230A	0.99
SUASNREV	MH	02	232	33.46
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SUASNREV	MH	03	302A	15.94
SUASNREV	MH	03	302B	3.88
SUASNREV	MH	03	302C	18.66
SUASNREV	MH	03	302W	9.59
SUASNREV	MH	03	303W	9.31
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SUASNREV	MH	03	304B	17.14
SUASNREV	MH	03	304C	6.16
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SUASNREV	MH	03	312B	19.03
SUASNREV	MH	03	312C	7.78
SUASNREV	MH	03	312D	15.86
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SUASNREV	MH	03	312G	13.04
SUASNREV	MH	03	312H	15.69
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SUASNREV	MH	03	312KZ	21.78
SUASNREV	MH	03	312L	13.41
SUASNREV	MH	03	312M	14.67
SUASNREV	MH	03	312N	27.78
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SUASNREV	MH	03	312Q	15.82
SUASNREV	MH	03	312R	49.08
SUASNREV	MH	03	312Z	52.65
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SUASNREV	MH	03	315B	17.14
SUASNREV	MH	03	315C	9.42
SUASNREV	MH	03	315D	13.14
SUASNREV	MH	03	315F	10.83

SUASNREV	MH	03	315G	10.72
SUASNREV	MH	03	315H	9.49
SUASNREV	MH	03	315J	15.67
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SUASNREV	MSC	02	251E	11.49
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SUASNREV	MSC	02	279C	5.07
SUASNREV	MSC	02	279D	5.80
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SUASNREV	MSC	02	279K	44.35
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SUASREV	MH	01	101B	3.24
SUASREV	MH	01	101C	9.09
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SUASREV	MH	01	101L	14.31
SUASREV	MH	01	101M	9.33
SUASREV	MH	01	101N	10.24
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SUASREV	MH	01	114B	30.04
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SUASREV	MH	02	211B	18.13
SUASREV	MH	02	211C	86.83
SUASREV	MH	02	211W	21.23
SUASREV	MH	02	211Y	19.21
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SUASREV	MH	02	212W	12.79
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UAS	MSC	04	485A	6.20
UAS	MSC	04	485W	11.48
UAS	MSC	04	485Z	11.65
UAS	MSC	04	487	191.69
UAS	MSC	04	487A	17.14
UAS	MSC	04	487W	8.23
UAS	MSC	04	487Z	26.96
UAS	MSC	04	488	21.84
UAS	MSC	04	488A	10.45
UAS	MSC	04	488B	11.99
UAS	MSC	04	488W	18.10
UAS	MSC	04	488Z	13.76
UAS	MSC	04	489W	8.33
UAS	MSC	04	490W	14.50
UAS	MSC	04	491W	12.44
UAS	MSC	04	492W	11.47
UAS	MSC	04	493Z	11.65
UAS3PRCOM	MH	02	212	20.84
UAS3PRCOM	MH	02	213	23.97
UAS3PRCOM	MH	02	214	26.43
UAS3PRCOM	MH	02	215V	5.52
UAS3PRCOM	MH	02	216	42.47
UAS3PRCOM	MH	02	216B	11.24
UAS3PRCOM	MH	02	216C	6.71

UAS3PRCOM	MH	02	216Z	14.80
UAS3PRCOM	MH	02	218U	3.93
UAS3PRCOM	MH	02	218Z	27.72
UAS3PRCOM	MH	02	219Z	6.46
UAS3PRCOM	MSC	01	150	391.02
UAS3PRCOM	MSC	01	150B	7.47
UAS3PRCOM	MSC	01	151	31.86
UAS3PRCOM	MSC	01	151A	7.14
UAS3PRCOM	MSC	01	151B	1.62
UAS3PRCOM	MSC	01	151C	6.21
UAS3PRCOM	MSC	01	151W	21.63
UAS3PRCOM	MSC	01	152W	16.10
UAS3PRCOM	MSC	01	153	24.01
UAS3PRCOM	MSC	01	154	37.18
UAS3PRCOM	MSC	01	154Z	25.01
UAS3PRCOM	MSC	01	155	174.77
UAS3PRCOM	MSC	01	155A	12.48
UAS3PRCOM	MSC	01	155B	12.55
UAS3PRCOM	MSC	01	155C	11.29
UAS3PRCOM	MSC	01	155D	12.52
UAS3PRCOM	MSC	01	155E	12.58
UAS3PRCOM	MSC	01	155F	12.58
UAS3PRCOM	MSC	01	155G	12.52
UAS3PRCOM	MSC	01	155H	12.49
UAS3PRCOM	MSC	01	155J	22.48
UAS3PRCOM	MSC	01	160Z	18.02
UAS3PRCOM	MSC	01	170	1,402.97
UAS3PRCOM	MSC	01	170A	44.52
UAS3PRCOM	MSC	01	170B	102.72
UAS3PRCOM	MSC	01	172	61.47
UAS3PRCOM	MSC	01	172Z	19.68
UAS3PRCOM	MSC	01	176A	13.91
UAS3PRCOM	MSC	01	176B	20.68
UAS3PRCOM	MSC	01	176C	19.88
UAS3PRCOM	MSC	01	176Z	45.26
UAS3PRCOM	MSC	03	350	16.88
UAS3PRCOM	MSC	03	351	46.56
UAS3PRCOM	MSC	03	351A	19.92
UAS3PRCOM	MSC	03	351B	3.36
UAS3PRCOM	MSC	03	351C	18.80
UAS3PRCOM	MSC	03	351D	3.14
UAS3PRCOM	MSC	03	351E	6.71
UAS3PRCOM	MSC	03	353	11.30
UAS3PRCOM	MSC	03	353A	15.69
UAS3PRCOM	MSC	03	353B	189.51
UAS3PRCOM	MSC	03	353Z	29.33
UAS3PRCOM	MSC	03	355A	24.57
UAS3PRCOM	MSC	03	355B	22.99
UAS3PRCOM	MSC	03	360	19.75
UAS3PRCOM	MSC	03	360A	12.44
UAS3PRCOM	MSC	03	360B	8.20
UAS3PRCOM	MSC	03	360C	10.86
UAS3PRCOM	MSC	03	360E	6.28
UAS3PRCOM	MSC	03	360F	4.00
UAS3PRCOM	MSC	03	360G	6.06
UAS3PRCOM	MSC	03	360H	6.08

UAS3PRCOM	MSC	03	360J	7.40
UAS3PRCOM	MSC	03	360L	4.99
UAS3PRCOM	MSC	03	360V	1.75
UAS3PRCOM	MSC	03	360Z	12.06
	MSC	B1	50	0.00

SCHEDULE D

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

BUILDING STANDARDS

SCHEDULE D-1

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

CARETAKING STANDARDS



Service Level Standards

University of Calgary

Definition of Services

MacEwan Student Centre & MacEwan Hall CARETAKING

All Service Level Standards are subordinate to the University of Calgary's Facilities Service Level Agreement found at: <http://www.ucalgary.ca/facilities/services/standards>.

University caretakers are responsible for cleaning more than 8.2 million square feet on the Calgary campuses daily. Caretaking staff provides cleaning services in a cost effective, efficient and environmentally sound manner. We maintain a safe and healthy working environment for students, faculty and staff to support the University's mission of teaching, research, and outreach.

Sustainability and Green Cleaning

Caretaking standards at the UofC meet the Cleaning Industry Management Standard-Green Building (CIMS-GB) Certified.

The Cleaning Industry Management Standard-Green Building (CIMS-GB) is a certification for organizations as a whole, providing the University of Calgary with not only key points toward Leadership in Energy and Environmental Design (LEED) accreditation, but also the essential principles for running a well-managed, customer-focused cleaning organization. The CIMS-GB accreditation meets the LEED pre-requisite for a Green Cleaning Policy on a campus-wide basis.

For a full description of the standard, see the detailed document on the ISSA website [HERE](#).

Cleaning Standards

In addition to the CIMS-GB, Caretaking also follows the APPA (Association of Physical Plant Administrators) standards to determine the required levels of cleaning across campus. All areas on campus are maintained at a minimum APPA Service Level 4 standard, with the exception of washrooms and food courts where the minimum standard is an APPA Service Level 2, and the Public Circulation (corridors, elevators, entrances) within the MacEwan Student Centre & MacEwan Hall where the minimum standard is an APPA Service Level 3.5.

The definition of these APPA standards are below:

Level	2	3	4
Description	Ordinary Tidiness	Casual Inattention	Moderate Dinginess
Floors	Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days worth of dust, dirt, stains, or streaks.	Floors are swept or vacuumed clean, but upon close observation there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen. There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base molding.	Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is an obvious buildup of dirt and/or floor finish in corners and along walls. There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
Vertical and Horizontal Surfaces	All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation.	All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints.	All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks.
Lighting and Light Fixtures	Lights all work and fixtures are clean.	Lamps all work and fixtures are clean.	Lamp fixtures are dirty and some (up to 5 percent) lamps are burned out.
Washrooms	Washroom and shower fixtures and tile gleam, and are odor-free. Supplies are adequate.	Must meet Level 1 standard to be considered acceptable.	Must meet Level 2 standard to be considered acceptable.
Trash Containers	Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.	Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.	Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

UNIVERSITY OF CALGARY CARETAKING STANDARDS

Cleaning Tasks	Class Rooms/ Meeting Room	Clinic	Offices	Public Circulation (corridors, elevators, entrances)	Stairs	Washrooms Lockers & Shower Rooms	Food Court
APPA Level	4	4	4	3.5	4	2	2
Floor Care							
Auto-scrub floors (main corridors)				D			D
Spot clean carpets	AR	AR	AR	AR			AR
Scrub/Topcoat floors	Q	Q		Q		Q ¹	Q
Strip, refinish floor	AY	AY	A	A	A ²	A	A
Sweep/dust-mop floor	AD	D	Q	D	D/W ³	D	D
Vacuum carpet and straighten furniture	AD	D ⁴	M	D			D
Damp mop floors	AD	D	M	D	D/W	D	D
General Cleaning							
Clean chalkboards and trays	D						
Clean erasers	D						
Clean lockers and benches				W		D	
Clean mirrors		AR				D	
Clean window, both sides (spot only)							Q
Disinfect all telephones	M	W		D		D	D
Dust blinds	A	A	AR	A			A
Dust high surfaces (up to 8 feet)	M	M	M	W	Q	W	W
Dust vents	A	A	AY	A	A	M	A
Dust, clean, disinfect flat surfaces	W	D	M	W		D	D
Dust furniture and seating	A	D	M	W			D
Relamp							
Restock dispensers, soap & toilet paper		D				D	D
Touch point, door handles, light switch	AD	D	M	D	D/W	D	D
Spot clean walls, doors, centre partition	M	M	M	M	M	W	W
Health & Safety							
Clean water fountains				D		D	D
Clean, disinfect patient table		D					
Clean, disinfect sinks		D				D	D
Clean/disinfect toilets/shower/urinals		D				D	D
Wipe tables and seating	W	W	M	D			D
Trash							
Clean trash containers	A	Q	A	M		Q	W
Empty waste containers & remove trash, recycle	D	D	W	D		D	D
Remove hazardous waste				W			

All of the above services are supported Monday - Friday within normal operating costs. Weekend support will be provided in these buildings as they have scheduled and routine program needs and require access support for manual lock/unlock of exterior doors.

¹ Dependent on flooring type

² Landing

³ Daily – Primary stairs/hallways; Weekly – Secondary stairs/hallways

⁴ Wall to wall weekly

Weekend and after hour support services on a fee basis (all costs directly billed) can be arranged with the manager on an overtime, student workers or part-time staffing basis.

Note: Service delivery may be delayed in case of emergencies.

LEGEND	
A	Annually
AD	Alternate Days
AR	As Requested
AY	Alternate Years
D	Daily
M	Monthly
NA	Not Applicable
Q	Quarterly
SA	Semi-Annually
W	Weekly
	Tasks we do not do

HOURS OF OPERATION (24/7)

Day Shift	6 :00 am – 2:00 pm	Monday - Friday	Day Porter Service
Second Shift	2:00 pm – 10:00 pm	Monday - Friday	Routine Custodial Coverage
Third Shift	10:00 pm – 6:00 am	Sunday - Thursday	Routine Custodial Coverage
Weekend Shift	Same as above	Friday, Saturday and Sunday	Routine Custodial Coverage

If you need additional caretaking coverage or if the following standards are not met contact the Customer Care Center at 403-220-7555.

DEFINITION OF TASKS

DEFINITION OF TASKS

Auto-scrub/mop floors. Using appropriate sized auto-scrub machine and following manufacturer's directions, auto-scrub area thoroughly, ensuring that corner areas are cleaned, using a mop in the areas the machine cannot reach.

Battery Recycling. Collection of all types of batteries for recycling or disposal is managed through the Hazardous Materials unit. Collection information can be found here:
<http://www.ucalgary.ca/hazmat/schedule>.

Chalk Boards. Clean board completely in General Purpose Classrooms. Wet wipe chalk rails. Clean/Exchange erasers as necessary; replenish supplies (Dust free Caulk & erasers) as needed.

Clean/disinfect all fixtures. Restroom fixtures will be cleaned with an approved chemical.

Clean restroom partitions and doors. Wipe partitions and walls clean with approved cleaning solution.

Clean trash cans/recycling containers. Spray inside of container with approved cleaner. Wipe out and replace liner. Empty paper recycling container. Note: pop can recycle containers are the responsibility of the Student's Union.

Clean drinking fountain. Wipe all surfaces of fixture using micro fibre cloth.

Detail floor – vacuum/mop. Vacuum entire floor including edge vacuuming corners, baseboards and under moveable furniture. Mop entire floor including edge mopping and under moveable furniture.

Dust all surfaces/vents. Wipe down surfaces and dust surfaces, which are free of objects, including vents, ledges (up to 8'), window sills, and cubicle partitions.

Empty Paper recycling (Paper, pop cans) system Bags. Paper recycling bags will be emptied twice per week. Emptying of desk side recycling containers is the responsibility of the department.

Empty trash containers. Carry container to cart and empty. Replace liner if necessary.

Green Cleaning. Methodology and products used for cleaning are in alignment with the CIMS GB(see detail in document above).

Police floors. Pick up litter, debris (any objects on floor including paper, cans, bottles, pens, pencils, books, etc.). Spot mop.

Re-finish floors. Once per year hard surface floors will be scrubbed and assessed on the amount of finish that will be applied to deliver a polished appearance (where appropriate based on the manufacturers' recommended treatment).

Replenish supplies.

1. Restroom supplies - refill soap, paper towel and toilet paper dispensers, making sure they are operational.

2. General purpose classrooms supplies will be replenished (Dustless Chalk and Erasers). Departmental conference rooms and Staff Lunch Rooms are the department's responsibility.

Spot carpet care. Area that has been stained will be cleaned appropriately by work request only.

Spot clean flat surfaces. Wipe down work surfaces and other flat surfaces with a treated cloth & microfiber cloth in Theatres & Classrooms.

Spot-clean walls and doors. Remove finger smudges, spots, or graffiti from walls and doors as required with appropriate cleaning materials.

Sweep or dust-mop floors. Dust mopping floor using proper equipment, including removing dust and debris (any objects on floor including paper, cans, bottles, pens, pencils, books, etc.) from hard surfaced floors.

Wet-mop/auto-scrub floors. Wet-mop or auto-scrub floors using appropriate chemicals & equipment.

White board. Clean board completely in Classrooms & Theatres. Wet wipe marker rails.

SERVICES AVAILABLE AT ADDITIONAL COST TO DEPARTMENT

Time and Material services consist of chair cleaning, upholstery cleaning, carpet cleaning, floor resurfacing, washing walls and blind cleaning.

Additional cleaning services or higher frequencies beyond the identified standards can be accommodated at the cost of the requesting department. All such services are managed and billed through a Work Request. To receive a quote for additional services, please submit a [Work Request](#).

Note: In dealing with emergencies, the resources needed to achieve these service levels will be redirected. Therefore, this service level may be delayed. Emergencies (eg. flood) impacting custodial service delivery should be reported to Customer Care Centre @ 220-7555.

SCHEDULE D-2

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

MAINTENANCE AND OPERATIONS STANDARDS



Service Level Standards

Definition of Services

University of Calgary

MacEwan Student Centre & MacEwan Hall MAINTENANCE & OPERATIONS

All Service Level Standards are subordinate to the University of Calgary's Facilities Service Level Agreement found at: <http://www.ucalgary.ca/facilities/services/standards>.

Maintenance is defined as work required to preserve or restore buildings systems and components to their original condition or to such condition that they can be effectively used for their intended purpose. There are three basic categories with associated subcategories as follows:

Planned Maintenance:

Preventive/Predictive Maintenance – a planned and controlled program of maintenance, which may include periodic inspection, adjustment, lubrication, cleaning and/or replacement of components, performance testing and analysis; sometimes referred to as a preventive maintenance program.

Corrective – repair or replacement of obsolete, worn, broken or inoperative building components or systems.

Unplanned (Demand) Maintenance:

Reactive – unplanned maintenance of a nuisance nature, requiring low levels of skill for correction. These problems are usually identified and reported by facilities users. Can be either core or cost recoverable.

Emergency – unscheduled work that requires immediate action to restore services, to remove problems that could interrupt activities or to protect life and property.

Support Maintenance – discretionary work not required for the preservation or functioning of a building. This work may be operational (standby at a function such as a reception), minor trades work (hanging pictures), special event setups, or even minor alteration or construction. Support maintenance is often done to enhance an academic program, recruiting effort, or public relations event. It is also the "service" that the building manager delivers for light customer service activities that every building demands. Support Maintenance is typically either reactive or planned work.

MAINTENANCE STANDARDS

Alterations and other discretionary services provided should minimally disrupt normal building service operations.

Typical Support Maintenance Services (cost recoverable) include:

- Construction support
- Special events support
- Repair and maintenance of program related equipment as defined **below**
- Assembly of items purchased by or assigned to a tenant or department
- Installation of bulletin boards intended for Departmental use only
- Making desk and door signs (unless code or regulation driven)

Maintenance follows the APPA (Association of Physical Plant Administrators) standards to determine the required levels of service across campus. The buildings are maintained at a minimum APPA Service Level 3 standard.

The definition of the APPA Service Level 3 standard is below:

Level	3
Description	Managed Care
Customer Service and Response Time	Services available only by reducing maintenance, with response times of one month or less.
Customer Satisfaction	Accustomed to basic level of facilities care. Generally able to perform mission duties. Lack of pride in physical environment.
Preventive Maintenance vs. Corrective Maintenance	50-75%
Maintenance Mix	Reactive maintenance predominates from systems failures, especially during harsh seasonal peaks. PM effort made based on available time and labor. The high number of emergencies (e.g. pump failures, heating and cooling system failures) causes reports to upper administration.
Regulatory Compliance	General awareness of OSHA, EPA, and life safety requirements, including institutional responsibilities. Adequate staff time or contracted services provide compliance for routine OSHA, EPA, and life safety requirements. Funding specifically identified but as a portion of the responsible department's budget. OSHA, EPA, and life safety programs, training and records adequate to pass audit/inspection action.
Aesthetics, Interior	Average finishes.
Aesthetics, Exterior	Minor leaks and blemishes, average exterior appearance.
Aesthetics, Lighting	Small percentage of lights out, generally well lit and clean.
Service Efficiency	Maintenance work is somewhat organized, but remains people dependent. Call response is variable and sporadic, without apparent cause. Buildings and equipment are periodically upgraded to current standards and use, but not enough to control the effects of normal usage and deterioration.
Building Systems' Reliability	Building and systems components periodically or often fail.

Sustainability	General awareness of sustainability programs with responsibility assigned to a specific department for funding, development, and implementation. Program focuses on larger department-controlled operations for recycling of common materials such as paper, cardboard, plastics, metals, and purchasing of "green" and renewable products/materials. No existing buildings operating at LEED O&M level. New construction/renewal work contains some, but not all, of LEED certification elements. Greenhouse Gas inventory data collected and reviewed with general reduction goal but without specific CO2 targets. Energy conservation/reduction provided through routine use of building heating/cooling systems' controls, and periodic projects replacing inefficient equipment.
Facility Maintenance Operating Budget as % of CRV	3.0-3.5
Campus Average FCI	0.15-0.29

HOURS OF OPERATION

Main Campus		
Weekdays	7:30am - 4:00pm	Fully Staffed
Saturday/Sunday and Statutory Holidays	No standard coverage	Contact Campus Security 403-220-5333 for emergencies

Emergency response is available on a 24 hour/7 day a week/365 days per year basis. For after-hour emergency response, please call Campus Security.

DEFINITION OF TASKS

Program Related Equipment (aka: tenant/departmental equipment)

Program related equipment as defined at The University of Calgary is furniture, fixtures and equipment that are not part of the building shell, infrastructure or base building operating equipment.

Maintenance for Program Related Equipment

While Facilities Management is responsible for addressing all physical plant and equipment deficiencies), the University budget presumes that financial responsibility for maintenance, repair and replacement of program related equipment belongs with the "owning" tenant/department.

One "test" of whether an item is "program related" or not is, if it needed to be replaced, which budget manager would be responsible for its replacement cost. If an item is clearly not appropriately purchased through the building Operating Budget, that budget should not bear the cost of maintenance.

A more technical test would require an examination of original building construction or renovation project costs. If the item in question was part of the base-building construction portion of the project budget, it

“belongs” and is the responsibility of Facilities Management. If the item is part of the tenant-occupied space then it “belongs to the tenant and it is the responsibility of the tenant. The building manager may provide services on a cost recoverable basis.

Items that were included as “furniture, fixtures and equipment” in the initial project (or such items subsequently purchased) are the financial responsibility of the tenant/department.

Examples of “program related” equipment

- Mobile furniture and office modules.
- Floor and desk lamps, Laboratory equipment and cold boxes Fume hoods
- Nonresidential appliances (stoves/ ovens, refrigerators and microwaves, etc.)
- Portable mechanical devices (compressors, sprayers, electric fans, etc.)
- Window treatments

Limitation

Tenants/departments may be responsible for premature replacement of building equipment because of abuse, vandalism or misuse that they could reasonably predict or control.

SCHEDULE D-3

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

LOADING DOCK STANDARDS



Service Level Standards

Definition of Services

University of Calgary

MacEwan Student Centre & MacEwan Hall LOADING DOCK

All Service Level Standards are subordinate to the University of Calgary's Facilities Service Level Agreement found at: <http://www.ucalgary.ca/facilities/services/standards>.

This document is to define the method of operation of the MSC loading dock including the services provided there in.

LOADING DOCK STANDARDS

VEHICLE ACCESS TO THE DOCK

- Due to limited ceiling height within the dock, tractor/trailer units are only able to access the right hand (east) door when approaching from outside. Height limit is 4.0m/13'3".
- Due to the limited dock space available it is required that the delivery drivers unload their deliveries from their trailers and then pull their trucks out from the dock so another truck can pull in before disturbing the deliveries to the tenants.
- Smaller vehicles are able to access the second dock door, which has a 3.71m/12'2" height.
- If the vehicle is equipped with a power tailgate, they are able to unload outside the third door and bring their deliveries through the dock.
- Parking around the dock entrance is restricted and requires the approval of the Dock Master. Unauthorized vehicles will be towed away at owner's expense.
- If the dock doors are closed during regular hours, drivers can notify the Dock Master via an exterior buzzer.
- Couriers may park outside of the smaller door on a short-term basis and must notify the Dock Master with their delivery destination within the buildings.
- All drivers are to report to the Dock Master with the destination of their deliveries within the buildings.

DOCK ETTIQUETTE

- The dock works on a first come first served basis.
- Drivers are responsible for any garbage that comes from their trucks and ensure it is disposed of in the correct bin, as well as collecting empty pallets for return.
- Drivers may use the corridor to stage their deliveries due to the limited space on the dock.
- Any spills are to be reported immediately to the Dock Master who will manage the clean-up.

HOURS OF OPERATION

The dock hours are 6:00 am to 2:00 pm Monday to Friday, with the exception of statutory holidays when the dock is closed. Access through the gate located off the bus circle by Craigie Hall is free flowing between the hours of 6 am and 8 am Monday to Friday. Outside of these hours, access is obtained via PIN number, card access or intercom. The building tenants have each been issued a pin number to pass onto their delivery companies. The dock has been issued a pin for companies who service the dock area (i.e.: garbage collection, waste oil collection).

Main Campus – MacEwan Students Centre Loading Dock		
Monday to Friday	6:00 AM to 2:00 PM	Dock Master
Saturdays/Sunday	No standard coverage	Contact Campus Security 403-220-5333 for emergencies
Statutory Holidays	No standard coverage	Contact Campus Security 403-220-5333 for emergencies

Emergency response is available in all zones on a 24 hour/7 day a week basis. For after-hours response, please call Security.

AFTER-HOURS ACCESS PROCEDURES

The dock can only be used for unloading between the hours of 6am and 2pm Monday to Friday. Outside of these times the doors are secured closed. The dock can still be accessed from the building for the disposal of garbage and recycling outside of these hours.

DEFINITION OF TASKS

Dock Waste Management:

- The dock has multiple types of waste, all of which need to be put in the correct bin.
- **Compost:** Outside the dock sits the compost bin into which all organic matter can be deposited. There are also smaller wheelie bins for compost that are distributed around the building and are brought to the dock when full.
- **Recycling:** There is a large labelled recycling bin that is moved inside overnight, this accepts all recyclable materials i.e. Cardboard, plastics and wood. This is collected by Staff working for DDRC
- **Beverage containers:** Along the side of the loading bay are 4 large blue plastic containers belong to Vecova. Only Vecova staff are to use these bins for their refundable beverage containers. All other containers go into the recycling bin. The bottles are collected from the recycle bins and deposited by Vecova staff.
- **Cardboard:** All building occupants are responsible to break down cardboard and place in green bins. The Dock Master will bail all cardboard. The complete bails are stored outside just past the compost bins
- **Garbage:** The garbage compactor is located in the next room (156C), all remaining garbage is put into the compactor, this needs to be compressed regularly to ensure space is available. Operating instructions can be found on the wall.
- At the rear of the compactor room is a caged area that belongs to the Student Union and it is their responsibility to keep the area tidy and organized.
- This area also houses the drums for fluorescent tubes to be recycled. Tubes are recycled every 3 months. Contact Facility Manager with any issues.
- Staged alongside of the Vecova bins are pallets and empty bread crates awaiting collection.
- Outside of the mail room (156D) on the shelf unit is the storage for the battery recycling
- Empty milk crate storage is around the corner from 156D.

Clearing and Bailing Cardboard:

- Occupants have been asked to flattened cardboard before putting it into the bins located at the loading dock.
- The Dock Master is responsible for all cardboard clearing and bailing.

Emergency Procedures:

In the case of emergency, please call Campus Security at 403-220-5333.

Work Instruction:

The dock master duties are as follows.

- To ensure the doors are unlocked at 6am and secured at 2pm Monday to Friday.
- Guide tenants as to where the correct location for their garbage and recycling is.
- Record the name of the delivery company and the name of tenant they are delivering to for charge-back purposes.
- All cardboard is to be baled and recycled to ensure a clean and safe environment.
- The recycling bin is to be moved inside when the dock is closed to allow access over night and moved outside when the dock is open to make more room on dock.
- Blue chep pallets are to be stacked on the dock and are collected by Gordon Foods or Sysco.
- Regular wood pallets are stacked against wall by Men's washroom and are collected by Pallet King.
- Bread trays are stacked along the handrail and are collected by the bakeries as they make deliveries.
- Ensure the absorbent sheets under the oil containers are in good condition and are replaced as required.
- Carts are staged in front of the metal cages. The Dock Master checks service corridors throughout the buildings to retrieve carts left by couriers and returns to the loading dock.
- Pressure wash under the garbage compactor as required.
- Occupants wishing to dispose of equipment can complete a disposal request form and coordinate with the Dock Master.

Collection Schedules:

The following are the specified days for the dock collections

- Recycling bin: Waste Management collects daily
- Compost bin: Waste Management collects every Wednesday
- Compactor: Waste Management collects every Tuesday and Friday
- Cardboard bales: Waste Management collects every Wednesday
- Blue bottle bins: Vecova collects every Friday
- Recycled bottles: Uptown Recycling collects every Friday (LDL and SU bottles only)
- Pallets: Supply Chain Management collects as required
- Used lamps: Aevites collects every 3 months
- Empty kegs BDL collects The Den's empty kegs on Monday

Cleaning:

Daily

- Sweep the area

Weekly or as required

- Power wash and scrub floor surrounding the grease bin and compactor areas.
- Power wash organic waste bins and tilt trucks
- Ensure all waste is placed in appropriate stream
- Off hours ensure cardboard is baled if needed
- Sweep prior to power washing.

Annually

- Power wash and deep scrub all floors and walls

Dock Contacts:

The following are the current contacts for the dock

- Building Manager
- Dock Master: 403-606-6102
- Maintenance Supervisor: 403-606-0153
- Zone Facility Manager: 403-807-8585
- Facilities Customer Care: 403-220-7555
- Campus Security: 403-220-5333

SCHEDULE E

**To the MacEwan Building Management and Use of Space Agreement between
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Dated February 6, 2018**

EXISTING STUDENTS' UNION SIGNAGE POLICIES

SCHEDULE E-1

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

ADVERTISING AND SIGNAGE GUIDELINES

Advertising and Signage Guidelines
Within MacEwan Building
Approved: July 18th, 2017



Definitions

Registered Student Organization refers to a formal third-party student group such as a club, association, society, or Greek Letter Organization that has registered with the SU, subject to SU policies and procedures, for access to services, resources, and other benefits.

Third Party Campus Groups may include Registered Student Organizations, University of Calgary faculties, departments and units, the Graduate Students' Association (GSA), Student Legal Assistance, NUTV, CJSW, the Gauntlet, and other campus-based groups, at the discretion of the General Manager or designate.

Electronic Bulletin Board Network (EBBN) refers to a network of 20 public screens located in MacEwan Student Centre. In accordance with an agreement between the SU and NUTV, the SU and NUTV each manage 10 EBBN screens.

MacEwan Building refers to MacEwan Student Centre and MacEwan Hall.

MacEwan Conference and Events Centre refers to the SU business responsible for managing bookable space in the MacEwan Building.

Purpose

The purpose of these procedures is to:

- (a) Establish clear and consistent standards for the placement of signage and advertising in all areas of the MacEwan Building;
- (b) Enable the SU, Registered Student Organizations, and other Third Party Campus Groups to advertise on-campus events, activities, and opportunities to the campus community; and
- (c) Establish defined opportunities for MacEwan Building tenants, registered charities and non-profit organizations, off-campus business and professional organizations to promote their products and services to the campus community.

Scope

These procedures shall apply to all areas of the MacEwan Building excluding:

- (a) Permanent building, facility, directional, or informational signage;
- (b) Any poster or advertising board owned and operated by the University of Calgary within the buildings;

- (c) The placement of any advertising and signage materials within spaces leased by building tenants or rooms rented for event purposes on the provision that materials do not contravene the SU's Acceptable Display Policy (see the Guidelines for Advertising and Signage Within Tenant Leaseholds)
- (d) The placement of any advertising and signage materials related to Union Elections¹; and
- (e) NUTV owned EBBN screens (which are subject to the Acceptable Display Policy)

General policies applicable to all advertising, signage, and other promotional materials

- (a) All advertising and signage in the buildings shall be primarily be related to an event or awareness campaign that is relevant to student interests.
- (b) All advertising and signage in the buildings shall comply with any campus-wide exclusivity agreements that the SU is part of.
- (c) All advertising and signage in the buildings shall comply with the Acceptable Display Policy and other SU or university policies or procedures, as applicable.
- (d) Advertising and signage materials shall not be affixed or attached to any surfaces in the buildings that are not designated advertising areas.
- (e) All materials posted or distributed in violation of this policy shall be removed and destroyed without prior notice. The SU may charge a fee for removing materials that violate this policy, or for physical damage resulting from improper placement within the buildings.
- (f) Any commercial advertising in the building by MacEwan Student Centre tenants and off-campus businesses is restricted to paid advertising opportunities within the buildings.
- (g) Generally, the distribution of handbills, brochures, buttons, and other advertising materials shall not be permitted except when distributed from spaces booked through MacEwan Conference and Events Centre or for special events as approved by the General Manager or designate.
- (h) Paid advertising and promotional opportunities in the MacEwan Building may be available at the discretion of the General Manager or designate.

Banners

- (a) All banners must be approved by the General Manager or designate on a first come, first served basis and may only be permitted in designated spaces².

¹ Advertising and signage materials related to candidate and campaign group activities in Union Elections shall be governed according to provisions in the Union Bylaw, the Election Policy, and the Acceptable Display Policy.

² Registered Student Organizations shall be required to receive approval for banners from the Coordinator, Student Organizations.

- (b) Banners may be posted in designated areas no earlier than 14 days prior to the advertised event (see diagram below for designated areas where banners are permitted).
- (c) Event-based banners must be removed no later than 24 hours after the event has taken place.
- (d) Awareness-campaign banners must be removed upon the expiration of a 14 day display period.
- (e) All banners shall comply with the following requirements:
 - (i) Banners shall not exceed 24 square feet in surface area with a length to width ratio not exceeding 3 to 1;
 - (ii) Banners shall only be affixed with masking tape or zip ties;
 - (iii) Banners shall not be placed over other banners.

Other promotional signage

- (a) The use of sandwich boards shall be prohibited within the buildings.
- (b) Displays, including stand-alone display boards, pull-up banners, and electronic displays, shall only be permitted as approved by the General Manager or designate.

Bulletin boards

Registered Student Organizations, Third Party Campus Groups and individual members of the campus community may be permitted to display posters on the following designated boards within the buildings.

- (a) Registered Student Organizations may be permitted to display posters on the Clubs Board or in SU Clubs Display case with prior approval by the General Manager or designate³.
- (b) Public Notice Boards are dedicated to open use by the campus community without prior approval (see diagram below).
- (c) Posters may be removed at the discretion of the General Manager or designate at any time.
- (d) The General Manager or designate may establish additional rules governing the use of poster boards.

Other designated boards in the buildings are identified by a header on the board and are managed by specific groups for specific purposes.

Electronic Bulletin Board Network (EBBN)

The purpose of SU owned EBBN screens shall be to:

- (a) Promote information about SU programs, services and events; and
- (b) Generate revenue to support the SU's programs, services, and events.

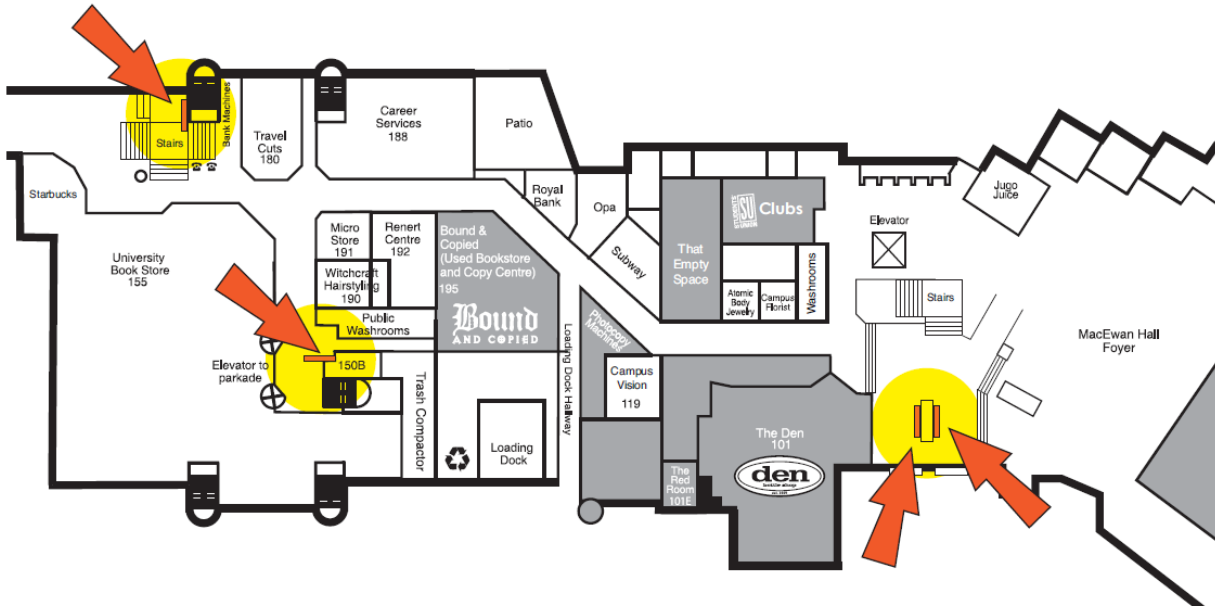
³ Ibid.

The General Manager or designate may:

- (a) Establish additional guidelines for EBBN content; and
- (b) Restrict the duration of content on the EBBN.
- (c) Determine fees and acceptable formats for advertising on all SU owned EBBN screens.

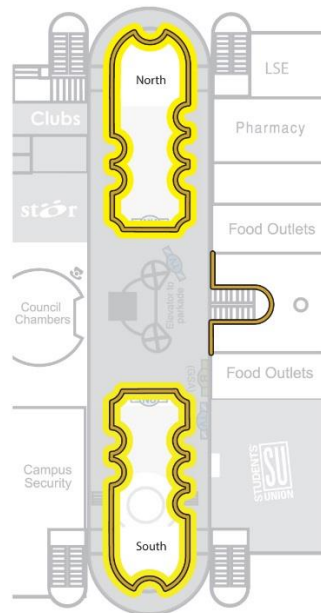
Public Notice Boards

LOWER LEVEL, MACEWAN STUDENT CENTRE



Designated Banner Locations

2ND FLOOR, MACEWAN STUDENT CENTRE



SCHEDULE E-2

**To the MacEwan Building Management and Use of Space Agreement between
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Dated February 6, 2018**

ACCEPTABLE DISPLAY POLICY

Acceptable Display Policy
Operations and Finance Committee (75.10)
Approved: July 18th, 2017



Definitions

Visual media refers to any materials that may be displayed visually. Visual media may include, but shall not be limited to, posters, banners, handbills, brochures, web content, film, or any other form of graphics, illustrations, photographs, charts, or diagrams that may be displayed for others to view.

Authority

- 1 (1) Operations and Finance Committee is delegated authority by the Students' Legislative Council (SLC) to make decisions and establish policies and procedures regarding the use of Students' Union (SU) space and resources.¹

Scope

- 2 (1) This policy shall apply to all visual media displayed in SU-managed spaces in MacEwan Student Centre and MacEwan Hall.

(2) Where there is any discrepancy between SU and University of Calgary policy², university policy shall take precedence.

Purpose

- 3 (1) The purposes of this policy are to:
 - (a) Establish standards for content displayed in SU-managed spaces; and
 - (b) Ensure a safe and respectful environment for members of the campus community.

Policy

- 4 (1) All visual media shall be displayed in compliance with:
 - (a) Municipal, provincial, and federal laws;
 - (b) SU policies and procedures; and
 - (c) University of Calgary policies and procedures.

¹ This policy replaces the Acceptable Display Procedure, which was approved on February 10, 2011 and repealed on June XX, 2017.

² Relevant university policy: 'Use of University Facilities for Non-Academic Purposes' - <http://www.ucalgary.ca/policies>

- 5 (1) The SU may impose reasonable restrictions and conditions on visual media displayed in SU-managed spaces, before or after such media is put on display. Restrictions and conditions may include, but shall not be limited to:
 - (a) Content restrictions;
 - (b) Warning signage;
 - (c) Location, orientation, or visibility of displays; or
 - (d) Requirement of a signed waiver.
 - (2) As established in the SU's vision, mission, and values, the SU strives to create a community that is respectful, professional, supportive of diversity, encouraging of diverse student voices, and free from harassment and discrimination. In accordance with these values, the SU may apply reasonable restrictions to visual media that:
 - (a) Violates University of Calgary or SU policies or procedures, including rules related to harassment, discrimination, and other types of non-academic misconduct;
 - (b) Promotes or depicts illegal activities;
 - (c) Is intended to harm the reputation of any individual, the SU, or the university;
 - (d) Contravenes contracts or agreements to which the SU is a party;
 - (e) Serves to insult, attack, harass, bully, threaten, demean, or impersonate others;
 - (f) Advocates for hate, violence or contempt against any individual or group based on characteristics which may include, but shall not be limited to, race, ethnicity, religion, sexual orientation, ability, or gender identity or expression;
 - (g) Contains content that could reasonably be perceived as graphic, violent, or obscene, including content that could reasonably be construed to be explicit, overly suggestive, or intentionally shocking;
 - (h) Promotes excessive consumption of alcohol or drinking games; or
 - (i) Reveals the personal information of others without their consent.
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- 6 (1) The SU's General Manager or designate shall be delegated authority to make decisions in accordance with this policy. Decisions regarding visual media may not be appealed to the Operations and Finance Committee.

SCHEDULE E-3

**To the MacEwan Building Management and Use of Space Agreement between
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ADVERTISING AND SIGNAGE GUIDELINES WITHIN TENANT LEASEHOLDS

Advertising and Signage Guidelines

Within Tenant Leaseholds

Date: Nov. 14, 2013



Intent

The University of Calgary Students' Union (SU), as building manager, is creating guidelines respecting the placement of all digital and non-digital advertising and signage within tenant leaseholds in the MacEwan Student Centre. All areas outside of tenant leaseholds are considered to be public space and tenants are not permitted to place their advertising in public spaces. Under certain conditions, public space-facing advertising will be permitted.

The intent is to provide a consistent approach to enabling the tenants to promote their products and services within their business. Since all tenant signage within their premises needs to be approved by the building manager, these guidelines will establish parameters that can be used to create a signage proposal that is likely to be approved.

Exclusions

This policy does not apply to:

- Permanent identification signage installed on the exterior of the premises (this permanent identification signage is subject to the specifications outlined in the Tenant Design Criteria Manual and must be installed by the SU's Project Management Office and its contractors only).
- Any poster or advertising board owned and operated by the University of Calgary (U of C) within the building;
- The placement of any advertising and signage materials related to the U of C Students' Union annual undergraduate student elections and bi-elections. This shall be governed by Students' Union Election Procedures; or
- Sponsorship privileges provided to businesses and organizations under the SU Sponsorship and Advertising Guidelines.

General Guidelines (applicable to all advertising, signage, digital screens and other promotional materials)

The following guidelines shall apply to all media to be placed within the tenant's premises:

- Not including the permanent signage mentioned in the above exclusions, tenants may only place signage or materials within the area contained by the fire shutter, security gate, doors, or windows.
- No flashing, blinking, or audible signs will be permitted.
- Digital screens may be permitted within the confines of the premises under the following conditions:
 - If they face a common area of the building, they must be behind glass (such as in a window or properly vented display case). See Appendix for examples.
 - Content of screens are subject to the same conditions as described in these guidelines
- Materials must promote a product or service offered by the tenant.
- Promotion of other products or services is not permitted. Third party advertising is not permitted.
- Within the interior of the premises, the total space taken up by all materials (including permanent back-lit or digital signs, menus, posters, banners, certificates and temporary signage) should not exceed approximately 60% of the total interior wall space. This will help prevent the area from looking cluttered.
- On public-facing areas (e.g. storefronts or windows), the total space taken up by all materials should not exceed approximately 25% of the total space.
- The building manager reserves the right to refuse any material that is deemed offensive or of a sensitive nature in accordance with the **Acceptable Display Procedure** adopted by the University of Calgary Students' Union.

- The Students' Union and the University of Calgary reserve the right to charge a fee for removing materials that violate this policy, or for physical damage resulting from improper placement within the building.
- In the food court:
 - Materials are not permitted below the counter area that faces into the seating area.
 - Any certificates, business licenses, etc. must be mounted in a hard clear plastic cover or framed in a solid black or stainless steel finish frame to ensure that they do not prevent the wall and surrounding area from being properly cleaned.
 - Menu signs are to be professionally prepared. Menu signs are to be installed at a height above 4'-6" on a wall clearly visible to the public.
 - Labels for food in glass display cases should not be handwritten. If permanent lamination can't be used, labels should be made on a computer and inserted into holders.

Specific Guidelines for:

Temporary Banners:

- Banners must not exceed 20 ft² in surface area with a length to width ratio not exceeding 3 to 1.
- Only one banner is permitted per location and it must be fastened inside the tenant's leasehold.
- For fire safety, banner material must be approved by the SU.
- Banners should only be displayed for a maximum of four weeks at a time or as specified by the SU's Director of Marketing & Communications.

Temporary Signs:

- Any material cannot be larger than 11" x 17" in size.
- Material must be professionally produced and mounted. No letterpress or handwritten signs will be permitted.
- Paper signs must be laminated or covered.
- Material must be replaced if it is damaged, faded or looks unprofessional.
- Temporary signs should only be displayed for a maximum of two weeks at a time.

Guidelines for Digital Screens:

- The maximum screen size is 47". A maximum of two screens will be permitted.
- To keep content current, it is recommended that the vendor assign a staff member to update digital content as part of their job description.
- If the screen is housed in a display case, the display case must not protrude into the public space.
- Whether the equipment is installed behind a window or in a display case, it must have appropriate ventilation. A display case would require inlet and outlet grills with an electric fan causing the air exchange.
- All digital equipment must be maintained and regularly cleaned to prevent dust from blocking the air passages.
- Any renovation or construction to install the equipment will have to be approved by the SU and the university and may be required to be completed under the guidance of a university or SU project manager.

Tenants with signage or equipment that contravene these guidelines may be granted allowances for the existing signage until such a time that the signage is damaged or outdated and needs to be removed.

For Information Purposes Only

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SCHEDULE F

**To the MacEwan Building Management and Use of Space Agreement between
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Dated February 6, 2018**

MacEWAN BUILDING TENANCY CHART

Occupant	Non-Revenue Generating	Revenue Generating	Third Party Commercial	Campus-Wide Occupation Agreements	Basic and Percentage Rent	Management Fee	Promotion Fund	Common Costs of the Food Court	Deemed Common Cost of the Food Court	Occupancy Costs	Consumables
A&W											
Bake Chef											
Canadian Sports Centre - Fuel for Gold											
Carl's Jr.											
Coffee Company											
Dairy Queen/Orange Julius											
Jugo Juice											
Kobe Beef											
Korean BBQ											
La Prep											
Noodle & Grill Express											
Opa											
Oriental Wok											
Pita on the Run											
Subway											
Umi Sushi											
ATB Financial - office											
ATB ATM											
Atomic Body Jewelry											
BMO - ATM (2)											
Campus Florist											
Campus Vision											
CIBC ATM											
Gallivan & Associates Student Networks											
Merit Travel											
RBC - office											
RBC ATM (2)											
Renert Centre											
Scotiabank ATM											
TD ATM (2)											
Varsity Pharmacy											

Occupant	Non-Revenue Generating	Revenue Generating	Third Party Commercial	Campus-Wide Occupation Agreements	Basic and Percentage Rent	Management Fee	Promotion Fund	Common Costs of the Food Court	Deemed Common Cost of the Food Court	Occupancy Costs	Consumables
Witchcraft Hairstyling											
Bound and Copied											
Conference and Events Centre											
Conference and Events Centre - Ballroom											
Conference and Events Centre - Hall											
Black Lounge											
La Taqueria											
The Den											
Stör											
Aramark - Tim Hortons											
Bookstore											
Dental Choice											
GSA - Last Defense Lounge											
Starbucks - Bookstore											