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**BC PLACE LICENSE AGREEMENT**  
**BETWEEN**  
**BC PAVILION CORPORATION**  
**AND**  
**B.C. LIONS FOOTBALL CLUB INC.**

# BC PLACE LICENSE AGREEMENT

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**SCHEDULE A - PLAN(S) OF STADIUM AREAS AND FACILITIES**

**SCHEDULE B - EVENT SERVICES**

**SCHEDULE C - BCPC CHARGES**

## **BC PLACE LICENSE AGREEMENT**

**THIS AGREEMENT** dated for reference the 1<sup>st</sup> day of December, 2010,

**BETWEEN:**

**BC PAVILION CORPORATION**, a body corporate under the Business Corporations Act (British Columbia), having an office at 777 Pacific Boulevard, Vancouver, British Columbia, V6B 4Y8

(Herein called "**BCPC**")

OF THE FIRST PART

**AND:**

**B.C. LIONS FOOTBALL CLUB INC.**, a body corporate under the Business Corporations Act (British Columbia), having an office at 10605 135<sup>th</sup> Street, Surrey, British Columbia, V3T 4C8

(Herein called "**Licensee**")

OF THE SECOND PART

**WITNESSES THAT** in consideration of the premises, covenants, conditions and provisions herein contained, the sum of one dollar (\$1.00) paid by Licensee to BCPC (the receipt of which is hereby acknowledged) and other good and valuable consideration, the parties hereto agree as follows:

### 1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

- (a) "**Airspace**" means the air space in the Inner Bowl above the Spectator seating areas which can be used by the Licensee for the purposes of flying a dirigible on the terms set out in paragraph 2(a).
- (b) "**Anchor Tenant**" means any licensee of the Stadium from time to time who operates a professional sports team in a professional sports league and who has entered into a license agreement to use the Stadium to stage at least 10 league home games of such professional sports team per calendar year, and at the date of this Agreement means only the Whitecaps and the Licensee.
- (c) "**Ancillary Event**" means any concert, public exhibition, trade or consumer show, theatrical production, motion picture or other non-football entertainment production of any nature or description, and any pre-game fan rally, fan celebration and fan festival, that is presented by or on behalf of Licensee or the Team in the Premises during Game Time as a means of enhancing attendance at such Game.

- (d) **"B.C. Lions Team Suite"** means the hospitality suite assigned to the Licensee for its use under paragraph 7(d) and known and shown on Schedule A as the B.C. Lions Team Suite, as the same may be renamed from time to time.
- (e) **"BC Place Suite"** means the hospitality suite known and shown on Schedule A as the BC Place Suite, as the same may be renamed from time to time.
- (f) **"BCICAC"** means the British Columbia International Commercial Arbitration Centre.
- (g) **"BCPC"** means the BC Pavilion Corporation.
- (h) **"Balcony"** means the hospitality suite known and shown on Schedule A as Balcony, as the same may be renamed from time to time.
- (i) **"Blackout Dates"** has the meaning given in paragraph 8(a).
- (j) **"CFL"** means the Canadian Football League.
- (k) **"Club Seats"** means those seats on Level 3 of the Stadium designated and shown on Schedule A as Club Seats.
- (l) **"Common Areas"** means those parts of the Stadium comprised of lobbies, promenades, ramps, elevators, escalators, atriums, stairways, vestibules, hallways, public rooms and washrooms intended for the use by Spectators.
- (m) **"Complimentary Tickets"** means Tickets which are valued at no charge and are not for resale except as provided in paragraph 12(f).
- (n) **"Edgewater Lounge"** means the area on Level 3 of the Stadium known and shown on Schedule A as the Edgewater Lounge, as the same may be renamed from time to time.
- (o) **"Event Personnel"** and **"Event Services"** have the meanings given to them respectively in paragraph 9(b).
- (p) **"Event"** has the meaning given to it in paragraph 7(d).
- (q) **"Excluded Stadium Areas"** means those parts of the Stadium comprised of administrative offices, mechanical and utility rooms, storage rooms, security control rooms and other building service areas, loading docks, ticket offices, vehicle parking areas, Media B Upper, British Columbia Sports Hall of Fame, the BC Place Suite, the PavCo Suite, those Pacific Rim Suites allocated to BCPC under paragraph 7(b)(i), the Whitecaps Team Suite, and areas required for Event Services such as concession stands, kitchens, and food and beverage storage, preparation and serving areas, but does not include any Common Areas, Lions Hospitality Areas, the Lower Bowl or the Upper Bowl.
- (r) **"Facility Fee"** has the meaning given to it in paragraph 5.1.

- (s) **"Game"** means a professional football game, whether pre-season, regular season or post season played as a "home game" of the Team under the CFL, but excluding the Grey Cup Championship Game if played at the Stadium whether or not the Team is playing in such Grey Cup Championship Game.
- (t) **"Game Day"** means the period of time commencing at 0800 hours on the day a Game is scheduled and expiring at 2400 hours on such day.
- (u) **"Game Personnel"** means employees, players, coaches, trainers, cheerleaders and team officials of the Team or any other team scheduled to play a Game together with referees and other game officials, accredited members of the media and broadcast personnel.
- (v) **"Game Time"** means, unless consented to by BCPC in writing in advance, the period of time commencing one (1) hour before the commencement of a Game and ending two (2) hours after the conclusion of a Game; provided however, Game Time shall not extend past 2400 hours.
- (w) **"Goal Post"** means the hospitality suite known and shown on Schedule A as Goal Post, as the same may be renamed from time to time.
- (x) **"Hospitality Areas"** means the Pacific Rim Suites, Goal Post, Balcony, Whitecaps Team Suite, BC Place Suite, PavCo Suite, B.C. Lions Team Suite, Edgewater Lounge and Skybox.
- (y) **"Initial License Term"** means the period commencing January 1, 2011 and expiring December 31, 2015.
- (z) **"Inner Bowl"** means all Spectator seating areas within the Stadium including the Upper Bowl and the Lower Bowl, all seating areas forming part of the Hospitality Areas, the Airspace, the playing surface and sideline areas, the ribbon board, the centre hung scoreboard, electronic field level advertising boards, and all walls and surfaces on the interior of the Stadium that are reasonably visible from the playing surface but excluding all areas above the Upper Bowl including the Stadium roof and all video screens, televisions and monitors located in and in front of the Hospitality Areas.
- (aa) **"License"** has the meaning given to it in paragraph 2(a).
- (bb) **"License Fee"** means the sum of all fees, Rent, Suite Fees, charges and expenses whatsoever to be paid by Licensee to BCPC as set out in this Agreement.
- (cc) **"License Term"** means the Initial License Term as the same may be extended or renewed in accordance with the terms of paragraph 2(c).
- (dd) **"Licensee"** means B.C. Lions Football Club Inc., and its permitted assigns.
- (ee) **"Lions Hospitality Areas"** means the B.C. Lions Team Suite, the Pacific Rim Suites allocated to the Licensee under paragraph 7(b)(ii), Goal Post, Balcony, Edgewater Lounge and Skybox.

- (ff) **“Lions Storage Area”** means that area of the Stadium designated as a storage area for use by the Licensee during the License Term as set out in the plan attached hereto as Schedule A.
- (gg) **“Lower Bowl”** means all Spectator seating areas in the Stadium other than the Level 4 Spectator seating areas in the Stadium, and includes the Hospitality Areas and the Club Seats.
- (hh) **“MLS”** means the soccer league called Major League Soccer or an equivalent league.
- (ii) **“Media A”** means the area in the Stadium reserved primarily for the media during a Game and known and shown on Schedule A as Media A, as same may be renamed from time to time.
- (jj) **“Media B Upper”** means the area in the Stadium used by BCPC shown on Schedule A as Media B Upper, as same may be renamed from time to time.
- (kk) **“Media Systems”** has the meaning given to it in paragraph 13(a).
- (ll) **“NFL”** means the National Football League.
- (mm) **“Net Ticket Sales”** means the gross receipts from the sale of Tickets exclusive of all taxes, processing fees, service charges and fees, and all other charges and fees except credit card and debit card fees which shall be included.
- (nn) **“Operating Year”** means a calendar year during the Licence Term.
- (oo) **“Operating Year 2011”** means calendar year 2011, and **“Operating Year 2012”** means calendar year 2012 and so forth for each Operating Year during the Licence Term.
- (pp) **“Pacific Rim Suites”** means the fifty (50) hospitality suites known and shown on Schedule A as the Pacific Rim Suites, as the same may be renamed from time to time.
- (qq) **“PavCo Suite”** means the hospitality suite known and shown on Schedule A as PavCo Suite, as same may be renamed from time to time.
- (rr) **“Preferred Dates”** has the meaning given in paragraph 8(a).
- (ss) **“Premises”** means those parts of the Stadium reasonably required by the Licensee for the staging and playing of a Game including the playing field, team locker rooms, officials’ rooms, the Lower Bowl, the Upper Bowl (subject to the terms set forth in paragraph 9(c)), Media A, the Lions Hospitality Areas, other hospitality areas in the Stadium, and the Common Areas, but excluding the Excluded Stadium Areas.
- (tt) **“Renewal Terms”** means the following periods:
  - (i) January 1, 2016 and expiring December 31, 2020; and



- (ii) January 1, 2021 and expiring December 31, 2025.
- (uu) **"Rent"** means the fee payable by Licensee to BCPC for the use of certain portions of the Premises.
- (vv) **"Season Ticket"** means a Ticket sold to an individual account on an annual subscription basis evidencing the right to occupy space at or to view a series of Games.
- (ww) **"Skybox"** means the area known and shown on Schedule A as Skybox, as the same may be renamed from time to time.
- (xx) **"SOCAN"** means the Society of Composers, Authors and Music Publishers of Canada.
- (yy) **"Soccer Game"** means a professional soccer game played at the Stadium involving the Whitecaps or between one or more other professional soccer teams.
- (zz) **"Spectator"** means a person entitled to admission to the Common Areas and to any of the Hospitality Areas or to the Club Seats or other seating areas during Game Time on a Game Day for the purposes of viewing a Game in accordance with the terms of their Ticket.
- (aaa) **"Stadium"** means the building known as BC Place Stadium, as the same may be renamed from time to time.
- (bbb) **"Stadium Completion"** means:
  - (i) the Stadium Renovation has been completed and is certified to be complete in a certificate of completion issued by the Supervising Professional; and
  - (ii) the Stadium has been made available to the Licensee for use for Games and is capable of being used for Games in the manner provided in this Agreement.
- (ccc) **"Stadium Renovation"** means the present renovation of the Stadium including the replacement of the roof of the Stadium with a retractable roof.
- (ddd) **"Substantial Stadium Completion"** means:
  - (i) the Stadium is open and ready for use for Events generally;
  - (ii) all of the material elements of the Stadium Renovation with the exception only of the retractable portion of the roof have been completed and are certified to be complete in a certificate of completion issued by the Supervising Professional; and

- (iii) the Stadium has been made available to the Licensee for use for Games and is capable of being used for Games substantially in the manner provided in this Agreement.
- (eee) **"Suite Fee"** has the meaning given in paragraph 7(b)(ii).
- (fff) **"Supervising Professional"** means the duly qualified and licensed architect or professional engineer engaged by BCPC to plan and supervise the Stadium Renovation.
- (ggg) **"Team"** means the B.C. Lions Football Team, the professional CFL Football Team that is operated by the Licensee.
- (hhh) **"TELUS"** means TELUS Communications Company.
- (iii) **"TELUS Sponsorship Agreement"** means the agreement to be entered into between the Licensee and TELUS for TELUS to be a sponsor of the Licensee.
- (jjj) **"Temporary Stadium"** has the meaning set forth in paragraph 3(b).
- (kkk) **"Ticket"** means printed evidence of the right to admission to the Premises for the purpose of viewing a Game and include Season Tickets.
- (lll) **"Ticket Sales Agent"** means the party appointed, from time to time, by BCPC for the selling of Tickets.
- (mmm) **"Ticket Sales Agreement"** means the agreement in effect from time to time, between BCPC and the Ticket Sales Agent.
- (nnn) **"Upper Bowl"** means the Level 4 Spectator seating areas in the Stadium.
- (ooo) **"Whitecaps"** means the Vancouver Whitecaps, the professional MLS soccer team operated by Vancouver Whitecaps FC L.P. and its permitted assigns.
- (ppp) **"Whitecaps Team Suite"** means the hospitality suite assigned to the Whitecaps for its use and shown on Schedule A as the Whitecaps Team Suite as the same may be renamed from time to time.

## 2. LICENSE

### (a) License

Subject to the terms and conditions of this Agreement, BCPC hereby grants to Licensee and Licensee hereby accepts from BCPC, a license (the "**License**") for the Licensee and its directors, officers, employees, agents, contractors, volunteers, licensees, invitees, customers, Spectators and Game Personnel, to use the Premises during every Game Day in the License Term for the purpose of staging and playing Games (including, subject to the prior written approval of BCPC, such approval not to be unreasonably withheld, the right to hold such Ancillary Events which are normally associated with a professional football game) and to use at its sole risk the Lions Storage Area to store certain possessions of

the Licensee. Subject to any restrictions which may be designated by BCPC from time to time, the Licensee shall also have the right to fly a dirigible, of not greater than 4 by 4 by 7 meters in size, in the Airspace during the half time intermission at Games, provided that it is kept at a safe distance away from all individuals and structures in the Stadium, being a distance of not less than 5 meters away from any individuals and structures within the Stadium. The dirigible may be stored in netting provided by Licensee in a place above the Inner Bowl designated by BCPC from time to time during the Game when it is not in use. The cost to install and remove the netting prior to each Game shall be for the account of the Licensee. Subject to Article 3, the Licensee covenants and agrees with BCPC to play a minimum of ten (10) Games at the Stadium each Operating Year during the License Term including all of its pre-season, regular season and post season Games during the License Term at the Stadium under this Agreement.

(b) Exclusive Game Day Rights

The parties agree that the License granted to the Licensee includes the grant to the Licensee, during every Game Day during the License Term, of:

- (i) the exclusive right for Game Personnel to use the playing field, team locker rooms, officials' rooms and Media A and the non-exclusive right for Game Personnel to use the Common Areas during the Game Day; and
- (ii) the exclusive right of Spectators to use the Lower Bowl and Upper Bowl (if applicable) during Game Time, subject to each Spectator's entitlement to use such areas according to the Ticket held by such Spectator, and the non-exclusive right of Spectators to use the Common Areas during Game Time;

provided such use shall not exclude use or occupation by BCPC personnel or Event Personnel during a Game Day as may be reasonably required for preparation of the Stadium and the Premises for the staging and playing of the Game, for the delivery of Event Services in connection with the Game and the Premises and or for any other purpose that does not interfere unreasonably with the preparation for and staging and playing of a Game.

(c) Renewal Term

Provided the Licensee at the date it gives notice to renew this License Agreement is not then in default of any material provision of this License Agreement, the Licensee shall be entitled to renew this License Agreement for the applicable Renewal Term, upon giving not less than nine (9) months written notice to BCPC prior to the expiry of the Initial Term or Renewal Term, as applicable. The Renewal Term will be on the same terms and conditions as herein contained, provided that for each Renewal Term the Rent for the Premises and the Suite Fee shall be negotiated between BCPC and the Licensee on the same business principles as the Rent and Suite Fee was determined for the Initial License Term. In the event BCPC and the Licensee are unable to reach agreement on the Rent or Suite Fee for the Renewal Term prior to the expiration of the Initial Term or Renewal Term, as applicable, this License

Agreement shall terminate at the expiration of such Initial Term or Renewal Term, as applicable.

3. PREMISES

- (a) The Licensee acknowledges that BCPC is undertaking the Stadium Renovation, and that the Stadium will be closed until approximately September 30, 2011. The Licensee will not be entitled to reoccupy the Premises until Substantial Stadium Completion and the License will apply to the Premises as redesigned and refurbished. BCPC shall carry out and complete the Stadium Renovation and shall use reasonable commercial efforts to achieve Substantial Stadium Completion on or before September 30, 2011 and to achieve Stadium Completion on or before November 1, 2011. BCPC shall keep the Licensee informed as to the progress of the Stadium Renovation and the anticipated dates for Substantial Stadium Completion and Stadium Completion by regular updates no less frequently than monthly.
- (b) Substantial Stadium Completion will not occur by the commencement date of CFL pre-season Games in 2011. Therefore, BCPC agrees to continue to make available to the Licensee, and the Licensee agrees to continue to accept a temporary stadium at the Pacific National Exhibition in Vancouver, British Columbia, (the "**Temporary Stadium**") for the Licensee's use until Substantial Stadium Completion. No Rent or Suite Fee shall be payable by the Licensee for Games played at the Temporary Stadium. BCPC will give the Licensee at least 60 days prior written notice of the date on which Substantial Stadium Completion is reasonably expected to occur. The Licensee shall hold at the Stadium all Games that are scheduled to be played after the later of the date for Substantial Stadium Completion as set out in BCPC's notice and the actual date Substantial Stadium Completion occurs.
- (c) BCPC covenants and agrees that no sports events shall be held in the Stadium until after Substantial Stadium Completion and that the first sports event to be held in the Stadium after Substantial Stadium Completion shall be a Game pursuant to this Agreement.

4. EXCLUSIVITY

So long as the Licensee is operating a team in the CFL and is using the Stadium for Games in accordance with this Agreement, Licensee shall, during the License Term, have the exclusive right to promote and produce all professional football games at the Stadium, including without limitation, all NFL Games, but specifically excluding any amateur football games. In the event BCPC is approached to hold an amateur football game or other football event which is outside the exclusivity of the Licensee pursuant to this Article 4, BCPC will advise such requesting party that the Licensee would like to be notified of such request and given the opportunity to be involved or otherwise associated with such football game or other football event, and shall advise the Licensee if so permitted by such other party.

5. RENT

- (a) The Rent for the Premises for all preseason and regular season Games played at the Stadium during the License Term shall be the following percentages of the amount of Net Ticket Sales for all such Games during each Operating Year:
- (i) Nil on the first \$9,000,000;
  - (ii) 10% on the next \$1,000,000;
  - (iii) 12.5% on the next \$1,000,000;
  - (iv) 15% on the next \$1,000,000;
  - (v) 17.5% on the next \$1,000,000; and
  - (vi) 20% on all amounts over \$13,000,000.

After Operating Year 2012, the amount specified in paragraph 5(a)(i) shall be adjusted by the change in the all items Consumer Price Index as at January 1 of each year, such inflation rate to start accruing in Operating Year 2013.

For the purposes of this subparagraph 5(a), after Stadium Completion Net Ticket Sales for any pre-season Games played outside the Stadium shall be included in the computation of Rent.

For every Operating Year until the first full Operating Year following Substantial Stadium Completion and the Stadium being made available to the Licensee for Games as provided in this Agreement, Season Ticket revenue to the Licensee will be divided equally between all Games included in the Licensee's Season Ticket Package held at the Stadium and all Games included in the Licensee's Season Ticket Package held at the Temporary Stadium such that BCPC will not share in that portion of Season Ticket revenue to the Licensee that relates to Games included in the Licensee's Season Ticket Package held in the Temporary Stadium but BCPC shall share in all Season Ticket revenues for Games held at the Stadium. Season Ticket revenue to the Licensee for post season Games held at the Stadium if paid separately from payment for Season Tickets will be included with the calculation of all Net Ticket Sales for such post season Games.

- (b) The Rent for each Game shall be calculated and paid as set forth in Article 12.
- (c) The Licensee shall, within thirty (30) days after the conclusion of each Game and at the end of each Operating Year, deliver to BCPC a statement of Net Ticket Sales for such Game and the cumulative Net Ticket Sales for all Games in the Operating Year to such point in time, in a form and with such detail as is acceptable to BCPC, and shall include with the statement at the end of the Game and each Operating Year a payment of any Rent and Facility Fee earned by BCPC which has not yet been paid to BCPC over and above any amounts then held by the Ticket Sales Agent and payable to BCPC or the Licensee under paragraph 12(b).

- (d) Subject to paragraph 5(e), the Rent, during the License Term, for the Premises for each play-off Game shall be fifty thousand dollars (\$50,000), plus an additional \$25,000 when the Net Ticket Sales reach seven hundred and fifty thousand dollars (\$750,000), plus an additional twenty five thousand dollars (\$25,000) when the Net Ticket Sales reach one million dollars (\$1,000,000) plus fifteen percent (15%) of the Net Ticket Sales in excess of one million, five hundred thousand dollars (\$1,500,000).
- (e) BCPC has, for play-off Games, agreed to the Rent structure set forth in paragraph 5(d) and to not charge for Event Personnel and Services provided by BCPC for the provision, installation and marking of the playing surface as set forth in paragraph 9(e) on the basis of the Licensee producing and assuming financial responsibility for the play-off Games. In the event that either the CFL or any other party produces and/or assumes financial responsibility for play-off Games, then for such play-off Games:
  - (i) the Rent shall be twenty five percent (25%) of the Net Ticket Sales; and
  - (ii) BCPC shall be entitled to charge for Event Personnel and Services provided by BCPC and for the provision, installation and marking of the playing surface at rates established by BCPC.

#### 5.1 FACILITY FEE

The Licensee acknowledges that a facility fee ("**Facility Fee**"), the amount of which is to be determined by BCPC from time to time as provided in this paragraph, shall be in addition to and accounted separately from, every other charge and levy made in respect of the sale of Tickets for Games held at the Stadium during the License Term including Seasons Tickets and Complimentary Tickets except as otherwise provided in paragraphs 12(d) and 12(e). The initial Facility Fee shall be \$2 per ticket, inclusive of all taxes, in the first Operating Year and shall increase to no more than \$3 per ticket, inclusive of all taxes, by Operating Year 2015 with a maximum annual increase of \$0.25 per ticket per Operating Year. After Operating Year 2015, the Facility Fees shall be adjusted by the change in the all items Consumer Price Index as at January 1 of each year, such inflation rate to start accruing in Operating Year 2016. Notwithstanding the foregoing, BCPC after Operating Year 2016, may increase the Facility Fee by a reasonable amount if it is below the going rate for facility fees for comparable venues, subject to receiving the consent of the Licensee, such consent not to be unreasonably withheld. In addition, all Tickets shall be subject to charges in accordance with the terms of the Ticket Sales Agreement and Article 12. BCPC agrees that the Facility Fee and any such charges shall not be greater than the facility fee and charges charged on comparable tickets for Whitecaps Soccer Games or for the games of any other Anchor Tenant during the same time period. Notwithstanding the foregoing, no Facility Fee shall be charged on Complimentary Tickets referred to in paragraphs 12(d) and 12(e)(i), (iii), (iv) and (v).

#### 6. USE OF PREMISES AND HOSPITALITY AREAS

Licensee covenants and agrees that, in respect of Games at the Stadium during the License Term:

- (a) To use and cause its employees, agents and invitees to use the Premises only for the purpose for which the License is granted and for no other purpose.
- (b) To use and cause its employees, agents and invitees to use the Lions Hospitality Areas only for the purposes intended and in accordance with all reasonable terms and conditions established from time to time by BCPC.
- (c) To leave those portions of the Premises not used by the public, such as the playing field, team and officials locker rooms, Media A, etc., at the conclusion of each Game Day, in the same state of repair as received by it, excepting only reasonable wear and tear.
- (d) To at all times observe and comply with, and cause its employees, agents and invitees to observe and comply with, all reasonable rules, regulations and orders established from time to time by BCPC.
- (e) To at all times observe and comply with, and cause its employees, agents and invitees to observe and comply with all provisions of law including (without limitation) federal and provincial legislative enactments, building by-laws, Worksafe BC and any other governmental regulations which relate to the use of the Premises and the Lions Hospitality Areas and to observe and comply with all police, fire and health regulations imposed by any governmental authority or fire insurance underwriters and to observe and comply with all those terms and conditions of the insurance policies obtained pursuant to Article 17 that must be complied with in order to maintain such insurance policies in full force and effect.
- (f) To procure at its own expense all licenses or permits from municipal, provincial or federal authorities which may be directly required to hold or conduct the Games and Ancillary Events and to pay all taxes and SOCAN fees levied against it as a result of, or in connection with, the Games and Ancillary Events and the use of the Premises and the Lions Hospitality Areas, excepting in all cases those licenses and permits related to the condition or state of repair of the Stadium and those licenses and permits required by and those taxes levied against BCPC to exercise its rights or perform its obligations under this Agreement including paragraphs 10 and 11(a) and including those required to undertake the Stadium Renovations and to open and keep open the Stadium for occupation generally, all of which exceptions BCPC shall obtain.
- (g) To at all times abide by all regulations in existence from time to time, between BCPC and any applicable union, copies of which shall be provided by BCPC to Licensee on a timely basis (provided that this paragraph shall not require Licensee's employees, agents or contractors or any Game Personnel to belong to a union or to be affiliated with a union or to have unionized employees, nor shall it require the set up of any Game related asset owned exclusively by the Licensee or involving equipment owned exclusively by Licensee, to be carried out by union personnel). Subject to the foregoing, BCPC acknowledges and agrees that volunteers providing services to or for the Licensee shall be permitted so long as they are not carrying out any work in the Stadium which would normally be carried out by BCPC employees.

- (h) That the Premises and the Lions Hospitality Areas and the keys therefore shall at all times be under the charge and control of BCPC and all persons authorized by BCPC shall have the right from time to time to enter the Premises and the Lions Hospitality Areas for any lawful and reasonable purpose and such entry shall be deemed not to be an interference with Licensee and Licensee's privileges granted by this Agreement.
- (i) Not to use or permit the Premises and the Lions Hospitality Areas to be used for any performance, exhibition or entertainment which may reasonably be objected to by BCPC or which may be immoral, improper or illegal or which in the reasonable opinion of BCPC may cause public disorder in or near the Stadium.
- (j) To use the Premises on Game Day during the period prior to Game Time in cooperation with any other person or persons authorized by BCPC to use and occupy the Premises or the Stadium in accordance with the provisions of paragraph 2(b).
- (k) That except as may be otherwise expressly provided, Licensee shall at its sole cost store in the Lions Storage Area or remove from the Premises and the Lions Hospitality Areas on or before the expiration of the Game Day any and all goods, chattels, equipment or other materials brought onto those areas by Licensee or any person using or occupying those areas or a portion thereof with the authority of Licensee, other than from the Lions Team Suite, prior to vacating it at the end of each event for which it is used, and if the same shall not have been removed within such times, BCPC shall be at liberty and is expressly granted the right by Licensee to remove and dispose of the same as it sees fit and BCPC shall not be accountable to Licensee in any manner whatsoever for such disposition. The provisions of this paragraph shall not require the Licensee to remove or cause to be removed normal garbage and refuse that results from the staging of a Game at the Stadium, such garbage and refuse being the subject of normal janitorial and housekeeping services included in Event Services.
- (l) That notwithstanding that Licensee does not use all of the Premises and all of the Lions Hospitality Areas that it is entitled to or allowed to use under this Agreement, it shall not be entitled to any allowance, rebate or proportionate refund of any sum paid or payable by it to BCPC pursuant to this Agreement.
- (m) That Licensee expressly acknowledges that it has inspected the Stadium, the Premises, the Lions Hospitality Areas and the Lions Storage Area, the proposed plans to renovate the Stadium, the Lions Hospitality Areas, the Lions Storage Area and the Temporary Stadium and the Licensee accepts the same in their general condition and state of repair as examined and as they shall be renovated and expressly acknowledges that, except for BCPC's obligations under this Agreement and as otherwise provided in this Agreement, the Licensee has entered into this Agreement without any representation or warranty by BCPC that the Premises, the Lions Hospitality Areas, the Lions Storage Area or the Temporary Stadium are or will be suitable for the purposes of Licensee.
- (n) That the License granted does not include the right of Licensee to use or occupy those portions of the Stadium comprised of the Excluded Stadium Areas and Licensee expressly acknowledges that all Common Areas in the Premises shall



be used by Licensee, the Spectators and Game Personnel only in common with other authorized users and occupants of the Stadium in accordance with paragraph 2(b).

- (o) That Licensee will give efficient, experienced and qualified supervision to the conduct of its agents and all personnel for which Licensee is responsible (not including Spectators) using its best skill and attention at all times.
- (p) Except as otherwise agreed to in writing with BCPC, no shipment or delivery of property of any kind shall be accepted onto the Premises or the Lions Hospitality Areas unless Licensee or its duly authorized personnel are present to accept the same.
- (q) To give notice to BCPC of any cancellation of Licensee's intended use of the Premises for the whole or any portion of the period for which the License is granted immediately upon the necessity or desire for cancellation becoming known to Licensee, in which event:
  - (i) all rights granted to Licensee pursuant to this Agreement for the Premises shall cease for such cancelled periods and BCPC shall be at liberty to enter and use such Premises during the cancelled period in such manner and for such purposes as it sees fit without liability or accountability to Licensee in any respect whatsoever; and
  - (ii) if the cancellation was for reasons other than those described in paragraph 21(c), the Licensee shall reimburse BCPC within ten (10) business days after receipt of an invoice therefor, for all losses and any additional costs incurred by BCPC as a result of the cancellation that BCPC is unable to mitigate using reasonable commercial efforts to do so, provided there shall be no duplication of amounts payable under this paragraph.

## 7. HOSPITALITY AREAS

### (a) General

All rights to the Hospitality Areas and the use thereof shall remain exclusively with BCPC; however Licensee and others shall be allowed the use of the Lions Hospitality Areas during Games and the Lions Team Suite at other events, all as provided in this Article 7.

All uses of the Lions Hospitality Areas shall be upon terms and conditions established from time to time by BCPC. All persons using the Lions Hospitality Areas under the provisions of this Article 7 shall, for the purposes of this Agreement, be deemed invitees of Licensee.

(b) Allocation of Pacific Rim Suites

For all Games the Pacific Rim Suites shall be allocated for use as follows:

- (i) BCPC shall retain six (6) Pacific Rim Suites, in those locations shown on Schedule A, which may be used by BCPC for its own use and for promotional purposes and/or provided to its clients and sponsors. Admission to such Pacific Rim Suites for such Games shall be by way of Complimentary Ticket specifically authorizing admission to such areas or by way of other authorization issued by BCPC. BCPC shall retain all revenues from the sale or use of these suites.
- (ii) Licensee shall be entitled to the balance of the Pacific Rim Suites, in the locations shown on Schedule A, to sell or rent to the general public, or for its own use, or for promotional purposes and/or for clients and sponsors, for all Games played at the Stadium. For each Game each such suite shall include the right to two parking spots at no additional charge. In addition to the Rent, the Licensee shall pay an annual licence fee (the "Suite Fee") to BCPC of two hundred thousand dollars (\$200,000) for the use of such suites for Games during each Operating Year, which Suite Fee is due and payable thirty (30) days prior to the start of each CFL football season. The Suite Fee is in addition to the Rent and Facility Fee payable under this Agreement. The Suite Fee shall be adjusted downward to eighty thousand dollars (\$80,000) for the 2011 Operating Year during which only some of the Games are played at the Stadium as a result of Substantial Stadium Completion not having occurred before the commencement of the 2011 Operating Year.

Admission to the Pacific Rim Suites shall be by way of a Complimentary Ticket specifically authorizing admission to such Pacific Rim Suite. BCPC, in the case of the Pacific Rim Suites referred to in paragraph 7(b)(i), and the Licensee in the case of the Pacific Rim Suites referred to in paragraph 7(b)(ii), shall be entitled to receive and retain all revenues from the sale, rental or other use of such suites for Games.

(c) BC Place Suite and PavCo Suite

BCPC shall have the exclusive right to use the BC Place Suite and the PavCo Suite for all Games held at the Stadium during the License Term, for BCPC's own use or for use by its representatives, guests, clients or sponsors or for promotional purposes or to sell or rent as BCPC shall see fit. Admission to the BC Place Suite and the PavCo Suite for such Games shall be by way of a Complimentary Ticket specifically authorizing admission to such suites or by way of other authorization issued by BCPC. BCPC shall be entitled to receive and retain all revenues from the sale, rental or other use of the BC Place Suite and the PavCo Suite for such Games. No rent, fee or other charge shall be payable by BCPC for use of the BC Place Suite or the PavCo Suite for such Games.

(d) Lions Team Suite

Licensee shall have the exclusive right to use the Lions Team Suite for all Games, for all Soccer Games and for all games of any other Anchor Tenant, held at the Stadium during the License Term, for the Licensee's own use or for use by its representatives, guests, clients or sponsors or for promotional purposes as the Licensee shall see fit. Admission to the Lions Team Suite for such Games, Soccer Games and the games of any other Anchor Tenant held at the Stadium shall be by way of Complimentary Tickets specifically authorizing admission to the Lions Team Suite.

Licensee shall also have the exclusive right to use the Lions Team Suite for all other sporting events, entertainment shows and other productions held or performed in the Stadium in respect of which tickets of admission are made available to the general public ("**Events**") during the License Term provided that the producers of certain events (other than football related events and other than Soccer Games and the games of any other Anchor Tenant held at the Stadium) such as national or international "championship" competitions in various sports, events sponsored by religious organizations and certain non-public events, may require that all suites, including the Lions Team Suite be reserved for their own use or not otherwise available to the public or may require that payment is made in respect of each person viewing the Event, provided that if access to any of the BC Place Suite, the PavCo Suite, the Whitecaps Team Suite and the Pacific Rim Suites referred to in paragraph 7(b)(i) is by way of complimentary tickets not requiring payment therefor, then either access to the Lions Team Suite shall also be by way of complimentary tickets without payment by the Licensee therefor or BCPC shall reimburse the Licensee for any payment required to be made by the Licensee in respect of each person viewing the Event from the Lions Team's Suite.

Licensee shall not be entitled to charge for or receive and retain revenues from the sale, rental or other use of the Lions Team Suite for such Games, Soccer Games, games of any other Anchor Tenant, or other Events. No rent, fee or other charge shall be payable by Licensee for use of the Lions Team Suite for such Games, Soccer Games, games of any other Anchor Tenant, or, except as set out in the preceding paragraph, other Events.

Licensee shall also have the right to use in conjunction with the Lions Team Suite two (2) parking spaces free of charge for all Games, Soccer Games, games of any other Anchor Tenant, and other Events.

(e) Whitecaps Team Suite

The Whitecaps shall have the exclusive right to use the Whitecaps Team Suite for all Games held at the Stadium during the License Term, for the Whitecaps own use or for use by its representatives, guests, clients or sponsors or for promotional purposes. Admission to the Whitecaps Team Suite for such Games shall be by way of Complimentary Tickets specifically authorizing admission to the Whitecaps Team Suite. The Whitecaps shall not be entitled to charge for or receive and retain revenues from the sale, rental or other use of the Whitecaps

Team Suite for such Games. No rent, fee or other charge shall be payable by Whitecaps for use of the Whitecaps Team Suite for such Games.

(f) Goal Post, Balcony, Skybox and Edgewater Lounge

Licensee shall have the exclusive right to use the Goal Post, Balcony, Skybox and Edgewater Lounge for all Games held at the Stadium during the License Term for Licensee's own use or for use by its representatives, guests, clients or sponsors for promotional purposes or to sell or rent as Licensee shall see fit, provided the Licensee must give BCPC notice that it intends to use any such Hospitality Areas for any Games at least fourteen (14) days before the date of the Game. Admission to the Goal Post, Balcony, Skybox and Edgewater Lounge for such Games shall be by way of Complimentary Tickets specifically authorizing admission to the applicable Goal Post, Balcony, Skybox and Edgewater Lounge. Licensee shall be entitled to receive and retain all revenues from the sale, rental or other use of the Goal Post, Balcony, Skybox and Edgewater Lounge for such Games. No rent, fee or other charge shall be payable by Licensee for use of the Goal Post, Balcony, Skybox and Edgewater Lounge for such Games, except that Licensee shall guarantee the purchase for consumption in each of the Goal Post, Balcony, Skybox and Edgewater Lounge during each Game, from BCPC or its food and beverage services contractor of at least \$1,500 with respect to each of the Goal Post and Balcony, \$2,000 with respect to the Skybox and \$20,000 with respect to the Edgewater Lounge (exclusive of taxes and gratuity) worth of food and beverage (provided such guaranteed amounts may be reduced on a case by case basis by agreement in writing between BCPC and the Licensee).

(g) Club Seats

Any holders of a Season Ticket for a Club Seat shall have:

- (i) the first option to use such Club Seats for all other Games held or to be held at the Stadium during the License Term that do not form part of a Season Ticket holders entitlement; and
- (ii) priority purchase rights with holders of season tickets for Club Seats to Whitecaps Soccer Games and games of any other Anchor Tenant generally (on a first come first served basis) to purchase tickets for seats (which are not guaranteed to be for their or any other Club Seat) for all other Events (other than Whitecaps Soccer Games and games of any other Anchor Tenant) held or to be held at the Stadium during the License Term;

provided any such use shall require the purchase of a Ticket for such Club Seat or other seat at the prevailing Ticket rate for such seat for such other Game or other Event.

(h) Pacific Rim Suites

- (i) Licensee or persons designated by it as holders of Pacific Rim Suites for Games ("**Licensee Suite Holders**") shall have with the Whitecaps or

persons designated by the Whitecaps as the holder of the Pacific Rim Suites for Soccer Games ("**Whitecaps Suite Holders**") and any other Anchor Tenant or persons designated by the Anchor Tenant as the holder of the Pacific Rim Suites for the games of such Anchor Tenant ("**Anchor Tenant Suite Holders**"), priority rights to purchase the right to use a Pacific Rim Suite for each Event other than Games, Soccer Games and games of any other Anchor Tenant, held or to be held at the Stadium during the License Term. Such right shall not entitle the Licensee, any Licensee Suite Holder, or any Whitecaps Suite Holder, other Anchor Tenant or any other Anchor Tenant Suite Holder to any particular Pacific Rim Suite. An equal number of the Pacific Rim Suites will be offered to Licensee or Licensee Suite Holders on a first come first served basis, the same number of the Pacific Rim Suites will be offered to the Whitecaps or Whitecaps Suite Holders on a first come first served basis and the same number of Pacific Rim Suites will be offered to any other Anchor Tenant or Anchor Tenant Suite Holder (if applicable) on a first come first served basis. Any Pacific Rim Suites remaining will be offered to the Licensee or Licensee Suite Holders, and the Whitecaps or Whitecaps Suite Holders, other Anchor Tenant or any other Anchor Tenant Suite Holder, on a first come first served basis, before being offered to others. If Licensee or a Licensee Suite Holder becomes entitled to use a Pacific Rim Suite for an Event pursuant to this paragraph 7(h)(i), use of and admission to each Pacific Rim Suite for such other Event shall require the payment of rent in an amount to be determined by BCPC and the purchase of Tickets for the full number of permitted occupants for the suite at the prevailing private suite ticket rate for such Event. BCPC shall as part of its administration of the Hospitality Areas institute a process for administering the shared first option provided for in this paragraph 7(h)(i).

- (ii) Licensee or Licensee Suite Holders shall also have the right to use in conjunction with each Pacific Rim Suite two (2) parking spaces free of charge for all Games, Soccer Games and other Events to which they are entitled to use such Pacific Rim Suite pursuant to this Article 7.

## 8. GAME SCHEDULE

- (a) Commencing in September preceding each Operating Year during the License Term, the Licensee and BCPC shall meet to agree on:
  - (i) a reasonable number of dates during the Operating Year that are not or may not be available for Games ("**Blackout Dates**"), and
  - (ii) a maximum of four tentative dates during the Operating Year that are dates preferred by the Lions as dates for Games during such Operating Year ("**Preferred Dates**").
- (b) Commencing in September preceding each Operating Year, BCPC shall also meet with the Whitecaps and any other Anchor Tenant to agree on a similar number of tentative dates, the intent being that the Blackout Dates will include those dates preferred by the Whitecaps and any other Anchor Tenant, and that

the Preferred Dates will be dates that are not available to the Whitecaps or any other Anchor Tenant.

- (c) The parties acknowledge that the process for determining the Blackout Dates and the Preferred Dates in accordance with paragraphs 8(a) and 8(b) may require several meetings and communications during September and October preceding each Operating Year.
- (d) The parties acknowledge that for each Operating Year, the Licensee is required to submit the Blackout Dates and the Preferred Dates to the CFL before November 10 preceding such Operating Year, and the parties agree to endeavour in good faith to agree upon the Blackout Dates and the Preferred Dates for an Operating Year on or before October 24 preceding such Operating Year.
- (e) For each Operating Year, BCPC agrees to hold and reserve for the Licensee:
  - (i) the Preferred Dates determined as provided above and in paragraph 8(g), pending any change thereto as hereinafter provided, until the final CFL schedule for such Operating Year;
  - (ii) all dates for Games on the latest draft of the CFL schedule issued for such Operating Year until receipt of the final CFL schedule for such Operating Year, excluding any such dates that were previously determined to be Blackout Dates pursuant to paragraph 8(a) or paragraph 8(g)(iii) and were given to the CFL and not released by BCPC prior to receipt of that draft of the CFL schedule; and
  - (iii) all dates for Games shown on the final CFL schedule for such Operating Year, excluding any such dates that were previously determined to be Blackout Dates pursuant to paragraph 8(a) or paragraph 8(g)(iii) and were given to the CFL and not released by BCPC prior to receipt of the final draft of the CFL schedule for such Operating Year:

provided in each case that the final CFL schedule for such Operating Year is received by the time period set forth in paragraph 8(f).

- (f) The Licensee shall provide to BCPC forthwith after receipt from the CFL, the proposed CFL schedule for an Operating Year, each subsequent draft thereof, and the final CFL schedule for each Operating Year, including in each case all Games. The final CFL schedule for each Operating Year must be provided to BCPC by no later than the 15<sup>th</sup> day of February in such Operating Year.
- (g) The parties acknowledge and agree that as the CFL scheduling process progresses for an Operating Year:
  - (i) the Licensee will require dates for Games in addition to the Preferred Dates;
  - (ii) there may be changes to the Preferred Dates; and

- (iii) BCPC may add unallocated dates to the Blackout Dates as other events, including the games of the Whitecaps and any other Anchor Tenant, are booked at the Stadium for such Operating Year, except:
  - (A) BCPC shall not add any Preferred Dates to the Blackout Dates until the final CFL schedule for such Operating Year has been settled and all dates for Games shown thereon have been reserved for the Licensee;
  - (B) BCPC shall not add as Blackout Dates any dates for Games included in the latest draft CFL schedule for such Operating Year issued by the CFL until the final CFL schedule for such Operating Year has been settled and all dates for Games shown thereon have been reserved for the Licensee, provided that after issuance of the first draft of the CFL schedule for such Operating Year and before the issuance of the second draft of the CFL schedule for such Operating Year, BCPC shall have the right to add to the Blackout Dates two dates for Games included on the first draft of the CFL schedule provided those dates are not Preferred Dates; and
  - (C) after the issuance of the final CFL schedule for such Operating Year, BCPC shall not add as Blackout Dates any dates for Games shown on such final CFL schedule for such Operating Year;

provided in all cases that the final CFL schedule is received by the time period set forth in paragraph 8(f).

The parties agree to consult immediately with each other as any of the foregoing arises with a view to accommodating such additions and changes to the greatest extent possible, resolving any conflicts, and attempting to preserve tentative dates as changed and added to from time to time as provided above, to facilitate both the scheduling of Games and the scheduling by BCPC of other events in the Stadium including Soccer Games and games of any other Anchor Tenant.

- (h) In carrying out the scheduling process set out above, the parties agree to consult with each other and to act at all times promptly, reasonably and in good faith, with a view to achieving both of the following equal goals to the greatest extent possible:
  - (i) enabling the Licensee to schedule its Games at the Stadium in accordance with the CFL scheduling process and the provisions of this paragraph 8; and
  - (ii) enabling BCPC to carry on its business of scheduling and holding other events at the Stadium and to accommodate other opportunities for events and uses of the Stadium as and when they are presented to BCPC.
  - (iii) With respect to the scheduling of Games for each Operating Year during the License Term, and for the purposes of the scheduling process set out in paragraph 8(a) to (i), BCPC agrees that the Licensee shall be entitled

to equal consideration with the Whitecaps and any other Anchor Tenant for dates and times for end of season and post season or playoff Games.

- (i) Games scheduled to be played Monday through Friday, except for Games on statutory holidays, shall not commence before 7:00 p.m. Vancouver time without the prior written consent of BCPC, which consent shall not be unreasonably withheld.
- (j) Subject to paragraphs 8(a) to (i), BCPC will use reasonable commercial efforts to accommodate the Licensee's requests for dates, including post season dates, but the Licensee acknowledges that the dates for Games must also be balanced by the needs of the Whitecaps and any other Anchor Tenant who has a license for the Stadium. In the event of potentially conflicting dates for post season Games and post season games for the Whitecaps and any other Anchor Tenant, BCPC will alternate rights to specific dates among the Licensee and the Whitecaps and any other Anchor Tenant so that to the maximum extent possible the Licensee, the Whitecaps and any other Anchor Tenant will be treated fairly and equally.

9. UTILITIES, PERSONNEL & SERVICES

(a) Utilities

BCPC shall at no cost to Licensee provide in the Premises and the Hospitality Areas, a reasonable supply of hot and cold water, electricity, general and television lighting, heating and ventilation, for both setup for Games and for use of the Premises for Games on Game Days. Phone and internet services, as well as additional electrical service for event related setup (over and above electrical service for the normal set up and operations for Games) in the Premises and Lions Hospitality Areas are subject to normal BCPC charges. The normal BCPC charges as at the date of this Agreement are set out in Schedule C. BCPC may amend such charges for an Operating Year during the License Term by giving notice of the amended charges on or before the January 31 preceding such Operating Year. Such charges may not be amended for an Operating Year or part thereof after the January 31 preceding such Operating Year. BCPC agrees that any amendment of such charges shall be the same for all Anchor Tenants.

(b) Event Personnel and Services

BCPC shall provide, for every Game during the License Term, all personnel ("**Event Personnel**") and services ("**Event Services**"), as are determined by BCPC in consultation with Licensee to be reasonably required for the preparation of the Premises for the staging of Games, for the operation, care, control and cleaning of the Premises and the Hospitality Areas in connection with Games, for Spectator and crowd control in and around the Stadium in relation to Games, and for traffic control in the vicinity of the Stadium, which services shall include Stadium set up services (being fencing for access control, field grooming, lining, field goal posts, protective nets and benches), Media A set up, directional signage and locker room chairs, building heating and air conditioning (where applicable), food and beverage services, ticket scanning, access control, hosting services, information booth services, housekeeping and janitorial services,



security and policing services, safety, audio visual control room and technical staff and services as described in Schedule B and amenity services including concession stands and washrooms, including those services set out in Schedule B provided that in the event of any dispute as to such personnel and services, BCPC's decision shall be final.

(c) Seating

At least twenty-one (21) days prior to each Game, BCPC and Licensee will agree on whether any seating sections in the Upper Bowl are to be opened for such Game with the intent of optimizing the efficiency of Event Personnel and Event Services in relation to the costs thereof. If Licensee requires seating sections in the Upper Bowl to be opened for a particular Game and the number of Tickets sold for seats in the Upper Bowl for the Game is less than five thousand (5,000), Licensee shall pay BCPC, at rates established and published from time to time by BCPC, within ten (10) business days of receipt of an invoice therefor, all costs incurred by BCPC for Event Personnel and Event Services for the Upper Bowl that BCPC would not have incurred if the Upper Bowl had not been opened and used for such Game. Without limiting the generality of the foregoing, Licensee shall only be entitled to request use of the Upper Bowl of the Stadium for a Game where at the time of the request attendance levels in the Upper Bowl are estimated to be not less than five thousand (5,000).

(d) Playing Surface and Lining

BCPC shall line the playing surface prior to Game Time.

(e) Charges for Event Personnel and Event Services

There shall be no charge to Licensee, for all Games during the License Term, for Event Personnel and Event Services provided by BCPC pursuant to paragraphs 9(a) and 9(b) (except as set forth in paragraph 9(c) or specifically provided in Schedule B); however, if Licensee requires, and BCPC provides any additional personnel and services other than those contemplated by paragraphs 9(a), 9(b) or Schedule B (which are not already specified to be at the cost of the Licensee) or normally required for the operation of the Stadium, or if any changes to the playing surface are necessitated by a change in the CFL rules, then such additional personnel and services and changes to the playing surface shall be at Licensee's cost and expense at rates established and published from time to time by BCPC and Licensee shall pay BCPC for such cost and expense within ten (10) business days of receipt of an invoice therefor.

(f) Other Charges

To the extent the Licensee requires any other services or facilities which are not specifically set out herein, including any services or facilities that are not included in a normal building set up; such services and facilities will be provided to the Licensee at such published rates and charges as may be set by BCPC from time to time.

(g) Rates

BCPC agrees that the rates charged to Licensee pursuant to this Article 9 will not be more than those charged to the Whitecaps or any other regular licensees of the Stadium including any other Anchor Tenant.

(h) Service Levels

During the November and December immediately preceding an Operating Year during the License Term, BCPC and the Licensee will consult with each other with the intention of setting benchmarks for service levels for the Event Services offered to Spectators at Games at the Stadium during that Operating Year.

10. FOOD & BEVERAGE

BCPC retains the exclusive right, and shall have the exclusive obligation under this Agreement, during the Licence Term, to (by itself or through its food and beverage services contractors), throughout the Stadium including, without limitation, the Premises and the Hospitality Areas (including the Lions Hospitality Areas), provide, control and retain all food and beverage services and retain all revenues therefrom including, without limitation, concessions and catering, the sale of food and alcoholic as well as non-alcoholic beverages and any revenues and benefits from exclusive rights to suppliers of food and alcoholic as well as non-alcoholic beverages. Notwithstanding the foregoing, the Licensee shall be required to obtain and maintain during the License Term, host liquor liability insurance as set forth in paragraph 17.

11. SOUVENIRS, NOVELTIES, MERCHANDISE AND PUBLICATIONS

(a) BCPC

BCPC shall have the exclusive right to sell at the Stadium souvenirs, novelties, merchandise and publications not related to the Team or the CFL, and BCPC shall be entitled to allocate space in the Common Areas for that purpose during Games, without compensation to Licensee. The size and location of such space shall be determined by BCPC after consultation with the Licensee, and so as not to constitute a material detriment to the Licensee's commercial opportunities in the Premises in respect of Games. All revenues generated by BCPC from the sale of souvenirs, novelties, and publications under this paragraph 11(a) shall be retained by BCPC.

(b) Licensee

Souvenirs, novelties, merchandise and publications to be offered for sale by Licensee shall be handled in the following manner:

- (i) during Game Time, the Licensee shall have the exclusive right to sell at the Stadium souvenirs, novelties and publications related to the Team or the CFL, provided such souvenirs, novelties, merchandise and publications are of a quality and value which BCPC determines acting reasonably are suitable and are offered on a basis which is fair and reasonable to the public (provided souvenirs, novelties, merchandise and

publications of a quality reasonably equivalent to those offered for sale by BCPC or the Whitecaps shall be deemed to be suitable, and those offered for sale on a basis reasonably similar to the basis on which those items are offered for sale by BCPC or the Whitecaps shall be deemed to be fair and reasonable). The Licensee shall not be entitled to sell or otherwise distribute noise making devices, including horns, airhorns or other similar devices without the prior written approval of BCPC. The Licensee shall be entitled to license its rights under this paragraph 11(b) to a third party merchandiser or concessionaire subject to all of the restrictions in this Agreement;

- (ii) BCPC reserves the right to prohibit Licensee or its exhibitors or concessionaires from offering for sale or displaying any souvenirs, novelties, merchandise or publications that BCPC, in its absolute discretion, may determine as objectionable (provided souvenirs, novelties, merchandise and publications of a type or quality reasonably equivalent to those offered for sale by BCPC or the Whitecaps shall be deemed to be acceptable);
- (iii) sales shall only be conducted from locations mutually agreed to by BCPC and Licensee (both acting reasonably), in kiosks supplied by Licensee and in space provided by BCPC to Licensee at no charge. BCPC agrees to allow the Licensee reasonable locations in the Common Areas for such kiosks so as to enable the Licensee's commercial opportunities in the Premises in respect of Games; and
- (iv) all revenues generated by Licensee from the sale of souvenirs, novelties, merchandise and publications under this paragraph 11(b) shall be retained by Licensee.

(c) BCPC Store

BCPC reserves the right to set up at a single location in the Stadium a permanent store (the "BCPC Store") to sell souvenirs, novelties, merchandise and publications, subject to the rights of the Licensee under paragraph 11(b)(i) with respect to souvenirs, novelties, merchandise and publications related to the Team or the CFL. The Licensee will in good faith consider any reasonable proposal made by BCPC to the Licensee for the sale at the BCPC Store of souvenirs, novelties, merchandise and publications related to the Team or the CFL.

12. TICKETS

- (a) Tickets for Games shall be sold by the Ticket Sales Agent pursuant to the Ticket Sales Agreement. Subject to paragraph 12(l), the Licensee hereby agrees to be bound by the terms of the Ticket Sales Agreement and to reimburse BCPC, on demand, for all costs incurred by BCPC pursuant to the Ticket Sales Agreement in respect of Tickets for Games including as a result of the cancellation or re-scheduling of Games, provided such costs are according to the Ticket Sales Agreement of which the Licensee is notified in writing by BCPC of such costs. BCPC agrees to perform all of its obligations under the Ticket Sales Agreement

and to use reasonable commercial efforts to enforce the terms of the Ticket Sales Agreement taking into account both the interest of BCPC and its licensees including the Licensee, so as to require the Ticket Sales Agent to perform all of its obligations under the Ticket Sales Agreement. On any termination or expiration of the Ticket Sales Agreement between the date of execution of this Agreement and the expiration of the License Term, BCPC will seek the input of the Licensee prior to soliciting a request for or entering into a replacement Ticket Sales Agency or Ticket Sales Agreement, provided the decision in respect of such agreement or agent rests solely with BCPC in its sole discretion. BCPC will permit the Licensee to bid to provide such services.

- (b) BCPC covenants and agrees that within thirty (30) days after each Game at the Stadium or the Temporary Stadium during the License Term, the proceeds from the sale of Tickets in respect of such Game shall be paid firstly to the Ticket Sales Agent on account of its costs, commissions and charges for the printing and selling of Tickets, secondly to BCPC on account of the payment of Rent and Facility Fee in respect of that Game and any other outstanding financial obligations of the Licensee as provided in this Agreement, and thirdly the balance to the Licensee. In respect of each Game at the Stadium or the Temporary Stadium during the License Term, BCPC shall provide to the Licensee an accounting of all proceeds from the sale of Tickets for such Game and of all payments from such proceeds. BCPC shall pay or cause the Ticket Sales Agent to pay to the Licensee, interest on any amounts payable to the Licensee under this paragraph that are not paid to the Licensee in accordance with this paragraph, at the rates of interest specified in the Ticket Sales Agreement, if any.
- (c) For greater certainty, but not to restrict the generality of paragraph 12(b), Licensee hereby specifically and irrevocably assigns to BCPC and the Ticket Sales Agent all of Licensee's right, title and interest in and to all of the monies realized from the sale of Tickets in respect of a Game at the Stadium or the Temporary Stadium during the License Term, but only to the extent of monies that are due and payable to the Ticket Sales Agent and BCPC pursuant to paragraph 12(b) and in respect of which an invoice or demand or request for payment has been made to the Licensee.
- (d) BCPC shall, for each Game played at the Stadium during the License Term, be entitled to remove, without payment therefor, from the Ticket manifest, for its own use:
  - (i) fifty (50) Complimentary Tickets in locations (agreed to from time to time by BCPC and Licensee, both acting reasonably) within the Club Seats,
  - (ii) fifty (50) Complimentary Tickets in the top 2 price category seating areas (agreed to from time to time by BCPC and Licensee both acting reasonably), and
  - (iii) as many Complimentary Tickets as it requires for the Hospitality Areas reserved for BCPC and the Whitecaps.

The value of all such Complimentary Tickets shall not be included in Net Ticket Sales for the purpose of computing Rent for the Premises pursuant to Article 5.

In addition, no Facility Fee shall be payable in respect of such Complimentary Tickets.

- (e) Licensee shall, for each Game during the License Term, be entitled to remove, without payment therefor, from the Ticket manifest:
  - (i) up to four thousand (4000) Complimentary Tickets for access to the general seating areas in the stands of the Stadium; and
  - (ii) as many Complimentary Tickets as it requires for the Lions Hospitality Areas, other than Lions Team Suite and the Pacific Rim Suites allocated to the Licensee under paragraph 7(b)(ii); and
  - (iii) for each pre-season and regular season Game, as many "contra" Complimentary Tickets as are agreed to from time to time by BCPC for electronic (radio and television) and newspaper media. For play-off Games, except with the prior written consent of BCPC in each instance, such consent not to be unreasonably withheld, the Licensee shall not be entitled to any "contra" Complimentary Tickets for electronic (radio and television) or newspaper media; and
  - (iv) as many Complimentary Tickets as it requires for the Lions Team Suite; and
  - (v) as many Complimentary Tickets as it requires for the Pacific Rim Suites allocated to the Licensee under paragraph 7(b)(ii).

Except for the value of Complimentary Tickets given to sponsors or others doing business with the Licensee, which value shall be included in Net Ticket Sales, the value of all other such Complimentary Tickets shall not be included in Net Ticket Sales for the purpose of computing Rent for the Premises pursuant to Article 5. In addition, no Facility Fee shall be payable in respect of the Complimentary Tickets referred to in paragraph 12(e)(i), (iii), (iv) and (v).

- (f) Except for the provision of Complimentary Tickets in connection with Hospitality Areas pursuant to Article 7, Complimentary Tickets are not for resale and BCPC and the Licensee shall not, and shall use reasonable efforts to ensure that any recipient of such Complimentary Tickets does not, resell such Complimentary Ticket, provided the donation of Complimentary Tickets to a charitable organization for auction or fundraising purposes shall be permitted.
- (g) BCPC and Licensee shall be entitled to require the full value of Tickets to be printed on any Complimentary Tickets obtained pursuant to paragraphs 12(d) and (e).
- (h) For any Tickets obtained by BCPC over and above the Complimentary Tickets referred to in paragraph 12(d), BCPC shall be required to pay the full value thereof, unless otherwise agreed to by Licensee.
- (i) For any Tickets required by Licensee over and above the Complimentary Tickets referred to in paragraph 12(e), Licensee shall be required to include the value

thereof in the Net Ticket Sales for the purpose of computing Rent for the Premises pursuant to Article 5, unless otherwise agreed to by BCPC.

- (j) Except for Tickets for access to the Edgewater Lounge, all Tickets shall be on a reserved seating basis only and Licensee shall not authorize to be issued Tickets for more persons than the seating capacity of the Premises.
- (k) The parties acknowledge and agree as follows:
  - (i) the Licensee shall determine the prices for all Tickets to all Games (other than Complimentary Tickets issued in accordance with this Agreement);
  - (ii) Complimentary Tickets are valued at no charge and are therefore excluded from the calculation of Net Ticket Sales;
  - (iii) Net Ticket Sales do not include any revenues from the sale, rental or other use of Hospitality Areas; and
  - (iv) no ticket service charges shall be charged or payable by the Licensee on Complimentary Tickets, under the Ticket Sales Agreement or otherwise.
- (l) BCPC shall use reasonable efforts to secure from the Ticket Sales Agent under any Ticket Sales Agreement rates for fees, commissions and charges that are payable by the Licensee as required by this Agreement that are consistent with the rates applicable to tickets for other professional sports events in the Vancouver, B.C. market taking into account the ticket price for Games relative to the ticket prices for such other professional sports events. BCPC further agrees that such rates payable by the Licensee as required by this Agreement shall not be greater than the rates applicable to tickets for Soccer Games or the games of any other Anchor Tenant in the Stadium.

### 13. MEDIA SYSTEMS AND ADVERTISING

#### (a) Media Systems

As part of the Premises and the License granted hereunder, BCPC shall provide a public address system, a one-sided electronic field board, an electronic ribbon board that shall circle the interior of the Stadium to the extent practicable, a centre hung electronic videoboard and score board and Media A (collectively the "**Media Systems**") for the use during Game Time of each Game, provided:

- (i) all editorial content on the video screen is subject to review by BCPC at its request;
- (ii) BCPC shall have the right to use the Media Systems whenever, in its sole discretion, it deems necessary for matters dealing with public safety, evacuation of the Stadium or other emergencies;
- (iii) the parties agree to use commercially reasonable efforts to ensure that all presentations through the Media Systems, including reasonable ratios of commercial and editorial content, will be presented in accordance with the

best standards appropriate to a professional sporting event and a first class stadium facility;

- (iv) BCPC shall have the right to use the Media Systems for at least four 30-second periods during the course of each Game for the purpose of announcing "coming events" in the Stadium;
- (v) Media A shall be used primarily for accredited journalists and members of the news press but may also be used for CFL League officials, the general manager of the Team and any opposing team and such other individuals as BCPC and the Licensee may consent to, such consent not be to unreasonably withheld; and
- (vi) all sponsorship advertising on the Media Systems is subject to the provisions of paragraphs 13(c) and (d).

(b) Closed Circuit Transmission in Stadium

Licensee agrees when television rights for any Game are being negotiated, to ensure that Licensee retains all necessary rights to allow for closed-circuit transmission of each Game and replays thereof within all areas of the Stadium for the purposes of reproduction on the video screen and through all television monitors throughout the Stadium subject only to rules which may be established by the CFL from time to time with respect to the showing of replays on all such video screens. Licensee agrees to transmit for display during each Game live coverage and/or replays of such Game on all video screens throughout the Stadium as aforesaid, all without cost to BCPC.

(c) Licensee Sponsorship and Advertising

The Licensee retains the sole and exclusive rights to, and shall retain all revenue from, any and all Game Time sponsorship and advertising including activations (other than food and beverage activations) on and in the Inner Bowl. This excludes any static or electronic inventory on the centre hung video board or scoreboard for the Stadium's naming rights partner, if any. All such Game Time advertising of Licensee must be removed prior to the expiry of each Game Day at Licensee's expense, and that any damage caused to any of BCPC's property from the installation and removal of any Game Time advertising of Licensee shall be repaired at Licensee's cost. In no event will the Licensee permit or authorize any advertising or activations in or on the Stadium property in any areas outside the Inner Bowl, including by its sponsors at any Ancillary Event on the Common Areas inside or outside the Stadium without the prior written consent of BCPC, and then only on such terms and conditions as BCPC may specify from time to time.

(d) Playing Surface Advertising

Notwithstanding paragraph 13(c), BCPC retains the exclusive right to any and all advertising on and naming of the playing surface. Other than the rights conveyed to the Stadium's naming rights sponsor, if any, there shall be no

advertising painted on the playing surface. BCPC shall consult with the Licensee as to the location of any advertising painted on the playing surface.

(e) Other Advertising

Except as expressly provided in paragraph 13(c) herein, BCPC retains the sole and exclusive rights to any and all forms of advertising and activations in, on or around or relating to the Stadium, including the naming of the Stadium and any areas or sections thereof, shall retain all revenue received therefrom, shall be entitled to display such advertising during Games, including on all video screens, televisions and monitors. The Licensee commits to working together with BCPC on building sponsorship transactions that require sponsorship or activation within the areas provided to the Licensee provided the financial terms are acceptable to the Licensee. In the event that BCPC enters into a naming rights transaction with a sponsor in a commercial category that is unrestricted at the CFL league level, the Licensee will use its reasonable commercial efforts to secure a team sponsorship agreement with that the same sponsor provided the Licensee has not already granted exclusivity to another sponsor in the same category and the financial terms are acceptable to the Licensee.

(f) Announcements and Literature

BCPC shall be entitled to make, display and distribute to those persons in attendance at the Games, announcements and literature concerning future attractions to be held at the Stadium, whether such attractions are under the auspices of Licensee or otherwise.

(g) Free Items

Except with the express written consent of BCPC, such consent not to be unreasonably withheld, Licensee shall not cause or permit to be distributed any free souvenirs, novelties, programs, food, beverages or promotional materials of any nature or kind.

(h) Players and Logos

Licensee agrees that it will, upon reasonable request by BCPC and subject to any consent required from the CFL and on terms acceptable to the Licensee acting reasonably, make available to BCPC, for Stadium promotional purposes, the players, cheerleaders and logos of the Team.

(i) Identification of Stadium

The Licensee shall in all public information, tickets, press releases, announcements, promotional and advertising materials, online websites, forum and electronic media, prepared or disseminated to the public by or on behalf of the Licensee relating to the Stadium or events at the Stadium, including all Games, NFL Games and Ancillary Events, identify the Stadium and any areas or sections thereof by the names as designated by BCPC from time to time, the Stadium presently being "BC Place".



(j) TELUS Sponsorship Agreement

The Licensee has agreed to enter into the TELUS Sponsorship Agreement with TELUS. The Licensee acknowledges that any services provided by TELUS to the Licensee shall be used solely for the Licensee's own purposes and will not be resold or made available to any other persons in the Stadium, including any Spectator, the Media, the opposing team, or any sponsors or others doing business with the Licensee.

14. TELEVISION AND RADIO BROADCASTS

Licensee shall have and retain all radio and television broadcasting rights to all Games staged at the Stadium during the License Term, including pay television and film and tape rights, and except as provided herein all revenues and other rights and benefits therefrom or derived from the sale or other use thereof. If requested by the Licensee, BCPC shall use reasonable commercial efforts to provide a reasonable location for radio and television broadcast trucks adjacent to the Stadium, provided any costs to provide such location will be for the account of the Licensee or broadcaster. Notwithstanding the foregoing:

- (a) no Game shall be televised "live" locally (within a 100 kilometre radius of the Stadium) except as provided under the CFL's constitution (but in any event, no more than 2 Games per year shall be broadcast within a 100 kilometre radius of the Stadium unless a sell-out has been achieved);
- (b) Licensee covenants and agrees to use its best efforts to prevent the piracy of any television broadcast signal by any person;
- (c) Licensee shall pay to BCPC throughout the License Term, a percentage fee of fifteen percent (15%) of gross revenues earned by Licensee, in excess of two hundred and fifty thousand dollars (\$250,000), during each Operating Year, from Pay Television within 100 kilometre radius of the Stadium, in respect of all Games played by the Team at the Stadium and Ancillary Events presented in connection therewith, payable upon receipt of such revenues by Licensee; and
- (d) except as provided in paragraph 14(c), Licensee shall have and retain all radio and television broadcasting and film and tape rights and benefits therefrom incidental to each Game.

15. PARKING

BCPC shall have and retain, and the Licensee shall not be entitled to, any revenue from the sale of parking on BCPC parking lots for all Games.

16. INDEMNITY

Licensee covenants to indemnify and save harmless BCPC, its directors, officers, employees and agents from and against any and all liabilities, losses, claims, demands, costs and expenses (including lawyers' fees and litigation expenses on a solicitor and own client basis) whatsoever to which BCPC, its directors, officers, employees or agents may become subject as a result of the breach by Licensee of any covenant, agreement,

term or condition of this Agreement or as a result of or in connection with, directly or indirectly, the use and occupation on Game Days during the License Term of the Premises, the Lions Storage Areas, the Lions Hospitality Areas or the Common Areas by Licensee or its directors, officers, agents, employees, contractors, volunteers, licensees, invitees, customers, Spectators and Game Personnel (including invitees of BCPC and the Whitecaps) or employees of BCPC who are employed specifically for Licensee's operations and are not shared with any other licensee during the License Term, except to the extent such liabilities, losses, claims, demands, costs and expenses arise as a result of the gross negligence or wilful misconduct of BCPC or its personnel or Event Personnel.

## 17. INSURANCE

- (a) In order to satisfy its obligation of indemnity as set forth above, Licensee shall obtain and maintain in force during the License Term insurance coverage in a form satisfactory to BCPC acting reasonably which contain coverage of at least the following amounts:
  - (i) \$10,000,000 inclusive limits for bodily injury to, death of, or property damage to, third parties, and such policies of insurance shall name BCPC as an additional Insured, shall contain a cross liability clause and shall provide that the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by BCPC and that any coverage carried by BCPC shall be excess coverage;
  - (ii) \$1,000,000 for loss or damage to the property of BCPC, in, on or about the Stadium; and
  - (iii) \$10,000,000 for host liquor liability insurance and such policy shall name BCPC as an additional Insured, shall contain a cross liability clause and shall provide that the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by BCPC and that any coverage carried by BCPC shall be excess coverage.
- (b) Written evidence in the form of a certificate by the insurer or its agent or certified copy of an insurance policy issued by the insurer shall be delivered to BCPC, and shall contain an undertaking by the insurer not to cancel or limit the insurance coverage so described except upon thirty (30) days prior written notice served on BCPC.
- (c) Licensee shall ensure that all personnel engaged by, or on behalf of Licensee shall be covered by Workers' Compensation insurance, or equivalent, where required by law.
- (d) BCPC may, at its option, reasonably exercised and with seven (7) days' notice, require additional parties to be named as additional insured's under the policy referred to in paragraph 17(a)(i), or require increases in amounts of insurance.
- (e) Licensee acknowledges that BCPC does not insure Licensee's property and that Licensee has been advised to insure its property whilst such property is on or about the Stadium, including in the Lions Storage Area, and that if Licensee

omits to so insure its property, it shall do so at its own risk and BCPC shall not be liable for any loss or damage to Licensee's property no matter how or by whom caused. Any insurance policies obtained by Licensee for its own property shall contain a waiver of subrogation in favour of BCPC.

18. LIABILITY

BCPC shall not be liable or responsible for:

- (a) any loss, damage or injury to any person (including participants in Games) or property whatsoever in or around the Stadium, except to the extent caused by the gross negligence or wilful misconduct of BCPC or its personnel or Event Personnel; and
- (b) any interference or inconvenience caused by damage to the Stadium or by repairs thereto or by failure or interruption in the supply of water, electricity, natural gas, light, heat, ventilation or any other facility or utility not caused by the gross negligence or wilful misconduct or default of or by BCPC or its personnel or Event Personnel. BCPC shall use reasonable diligence to restore any services when they are interrupted.

19. SECURITY & DAMAGE

Licensee covenants and agrees:

- (a) That in addition to any other express provision of this Agreement, Licensee shall not cause or permit anything to be done whereby the Premises, the Lions Storage Area, the Hospitality Areas or the Stadium or any of BCPC's furnishings or fixtures shall be in any manner injured, marred or defaced, shall not drive or permit to be driven nails, hooks, tacks or screws into any part of the Premises, the Lions Storage Area, the Hospitality Areas or the Stadium or any of BCPC's furnishings or fixtures and shall not make or allow to be made any alternations of any kind therein.
- (b) That Licensee hereby assumes during the License Term full responsibility for the character, acts and conduct of all persons admitted to the Stadium or to any portion of the Stadium during the Licence Term by the consent of Licensee or of any person acting for or on behalf of Licensee, other than BCPC or its agents, employees, contractors, licensees or invitees or any BCPC personnel or representatives or any Event Personnel.
- (c) That Licensee will not authorize or permit any person to use devices and effects or conduct themselves in a manner which promotes patrons of a Game to act in an uncontrolled manner during the Game or at any time while in the Stadium.
- (d) That BCPC reserves the right to eject from the Stadium any person or persons who, in BCPC's opinion, are conducting themselves in an objectionable manner including any person or persons who use horns, airhorns or other noise making devices and BCPC reserves the right to refuse admittance to any person or person possessing such items and Licensee hereby waives all claim for damages arising from the exercise of such right.

- (e) That Licensee, at its expense, shall insert in any printed program used by it at the Stadium, such notice or notices as BCPC may reasonably request.

20. ASSIGNMENT OF LICENSE

- (a) Subject to paragraph 20(b), the Licensee shall not directly or indirectly assign, transfer or convey this Agreement to any third party or sublicense all or any part of the Premises, the Lions Storage Area or the Hospitality Areas to any third party or permit a change of control of the Licensee, without in each case obtaining the prior written consent of BCPC, which consent may not be unreasonably withheld by BCPC.
- (b) Paragraph 20(a) shall not apply to or prohibit, and BCPC's consent shall not be required in the case of, an assignment or transfer of this Agreement by the Licensee as part of a reorganization involving the Licensee provided in all cases that:
  - (i) written notice of the assignment or transfer is given to BCPC prior to its occurrence; and
  - (ii) the person(s) who has control of the assignee or transferee after the assignment or transfer is the same as the person(s) who had control of the Licensee immediately before the assignment or transfer.
- (c) for the purposes of paragraph 20(a) and (b), "control" of a person means:
  - (i) the power to direct or cause the direction of the management, actions, policies or decisions of that person, whether directly or indirectly through other persons, and whether through the ownership of shares, voting securities, partnership interests, units of ownership, or other ownership interests, or by contract, or otherwise; or
  - (ii) legal or beneficial ownership or control over equity or ownership interests in that person, whether directly or indirectly through other persons:
    - (A) having subscribed value of more than one half of the subscribed value of all equity or ownership interests in that person; or
    - (B) carrying more than one half of the voting rights for:
      - (I) the management, actions, policies or decisions of that person; or
      - (II) the election or appointment of directors or managers of that person; or
  - (iii) if the person is a corporation, "control" within the meaning of Section 2(3) of the *Business Corporations Act* (British Columbia) as at the date of this Agreement (excluding any subsequent amendment to such definition).

21. CANCELLATION & TERMINATION

- (a) In the event that Licensee is in default of any of the provisions of this Agreement, and such default is not cured within fifteen (15) days following written notice from BCPC to Licensee requiring Licensee to cure same or within such longer period as may be reasonably required to cure the default (in the case of a default that cannot reasonably be cured within fifteen (15) days), in addition to all other remedies that may be available to BCPC in law or in equity, BCPC shall have the right, at its sole option, to revoke the License and terminate this Agreement in which event Licensee shall pay to BCPC, on demand, all damages incurred by BCPC as a result of the default by Licensee and the subsequent revocation of the License and termination by BCPC.
- (b) If the Team's participation in the CFL is discontinued, or the Licensee loses the right to operate a team in the CFL within the area comprising the City of Vancouver, or the CFL ceases to operate, or except for the reasons set forth in paragraph 21(c) the Licensee fails after Substantial Stadium Completion to hold all of its pre-season, regular season and post season Games at the Stadium during the License Term, this Agreement shall at BCPC's option terminate thirty (30) days after written notice of the terminating event and in such event the Licensee shall pay to BCPC, on demand, all damages incurred by BCPC as a result of the default by Licensee and the subsequent revocation of the License and termination by BCPC.
- (c) In the event that the performance by either party of any of its obligations hereunder is interrupted or prevented by any riot, war, governmental order or regulation, embargo, act of God or the Queen's enemies, direct or indirect labour disturbance including labour dispute, strike, lockout or slow down, or any cause beyond the reasonable control of such party, such party shall have the right, at its sole option, to suspend the License during such interruption or prevention and until such a time as such party can again perform its obligations under the License. No License Fee or charges of any kind, including obligations incurred by BCPC, will be payable by Licensee to BCPC with respect to the period when the License is suspended.
- (d) In the event of any revocation, termination or suspension of the License or this Agreement in accordance with paragraphs 21(a), 21(b) or 21(c), the Licensee shall not have any direct or indirect right of action at law or in equity against BCPC for any loss or damage of any nature or kind whatsoever including any direct, indirect, consequential loss or any right to any loss of profit, loss of opportunity suffered by Licensee as a result of such revocation, termination or suspension.

22. MISCELLANEOUS

- (a) Neither BCPC nor Licensee shall authorize or permit the sale of any lottery or raffle tickets or solicitation for charitable or other purposes in or about the Stadium during Game Time without the express written consent of the other party, such consent not to be unreasonably withheld.

- (b) BCPC may take photographs and videotape recordings of any Game for its own records and publicity purposes, subject to the prior written consent of the Licensee, such consent not to be unreasonably withheld, provided that it shall be reasonable for the Licensee to withhold such consent if any such photographs or videotape recordings would be in breach of or contrary to any rules or regulations of the CFL or any agreement with the CFL to which the Licensee is a party, or would infringe the rights of any broadcaster or third parties who have exclusive rights with respect to such photographs or videotape recordings, provided the Licensee shall at BCPC's cost use reasonable commercial efforts to obtain any required consent.
- (c) Unless otherwise agreed in writing by BCPC, Licensee shall maintain books and records satisfactory to BCPC, of all of the matters which are taken into account in computing the Rent and Facility Fee to the extent the information necessary therefor is provided to the Licensee by BCPC and/or the Ticket Sales Agent, and BCPC shall have the right, which right Licensee expressly grants to BCPC, on reasonable notice to examine and audit such books and records either by itself or through its employees, servants or agents.
- (d) Licensee shall deliver to BCPC, at any time and from time to time upon request by BCPC, financial information, audited if prepared, by accountant(s) acceptable to BCPC, setting forth such financial information as BCPC requires satisfying itself of Licensee's compliance with this Agreement.
- (e) Licensee shall pay all costs and fees arising from the use of patented, trademarked, copyright or franchised materials, devices, processes, music, dramatic and other rights used by Licensee in connection with the Games.
- (f) No portion of the Common Areas inside or outside of the Stadium shall be obstructed by Licensee or used for any purpose other than for ingress and egress without the prior written consent of BCPC, which consent will not be unreasonably withheld. The doors, windows, radiators and house lighting attachments shall not be covered or obstructed by Licensee.
- (g) Where, by the terms of this Licensee Agreement, the permission or consent of BCPC is or may be required, BCPC may require Licensee to apply for such permission or consent using forms prescribed by BCPC and to support such application with such information, documentary or otherwise, as BCPC may reasonably require. BCPC shall respond to Licensee's application for permission or consent within a reasonable time.
- (h) During the License Term the Licensee shall use reasonable commercial efforts to promote and advertise the Games for the purpose of maximizing attendance to the Games and to produce the Games in a proper and businesslike fashion, having regard to similar games and comparable facilities, subject always to the provisions of this Agreement; and BCPC shall operate and maintain the Stadium in a proper and businesslike fashion, having regard to similar and comparable facilities.
- (i) Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party to the other according to the

terms of this Agreement may be given by delivery or by prepaid first-class mail posted in Canada or by facsimile or email transmission, and in any such case shall be deemed to have been received on delivery or, if mailed as aforesaid, on the third business day following the date of mailing thereof or, if transmitted by facsimile or email transmission upon the completion of the transmission; provided that in the event of any slow down, interruption or threatened interruption of postal services any such notice or demand shall be given by delivery or facsimile or email transmission. Unless and until changed by notice in writing given as in this paragraph provided, the address, facsimile numbers and email addresses for the parties shall be as follows:

**BCPC:** BC Pavilion Corporation  
777 Pacific Boulevard  
Vancouver, BC  
V6B 4Y8

Attention: Howard Crosley, General Manager  
Facsimile Number: (604) 661-3412  
Email: hcrosley@bcpavco.com

**Licensee:** B.C. Lions Football Club Inc.  
10605 135<sup>th</sup> Street  
Surrey, BC  
V3T 4C8

Attention: Dennis Skulsky, President  
Facsimile Number: (604) 634-1175  
Email: dskulsky@bclions.com

- (j) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- (k) The captions and headings in this Agreement are for the convenience of reference only and shall not affect the interpretation of any provisions of this Agreement or of their intent.
- (l) Time shall in every respect be of the essence of this Agreement.
- (m) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and Licensee hereby attorns to the jurisdiction of the courts of such Province.
- (n) This Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and supersedes all previous agreements and understandings of the parties (including those with Licensee's predecessors to the Team) in that respect.

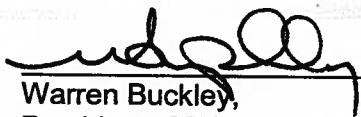
- (o) The relationship between BCPC and Licensee constituted by this Agreement is solely that of an operator and a party licensed for temporary use of the Premises and the Hospitality Areas and the same shall not constitute Licensee as a tenant, agent, employee or representative of BCPC nor shall the same constitute Licensee and BCPC as partners of or joint venturers.
- (p) If any dispute shall arise between BCPC and Licensee in respect of this Agreement or any subject matter hereof, or if this Agreement provides for any matter to be determined by arbitration, either party may, by notice to the other, refer the dispute to arbitration by a single arbitrator under the rules of the BCICAC and pursuant to the Commercial Arbitration Act (British Columbia). The arbitrator shall be mutually agreed upon by the parties. If the parties cannot agree upon the arbitrator within thirty (30) days of the notice to refer the dispute to arbitration, then the arbitrator shall be appointed by a judge of the Supreme Court of British Columbia pursuant to the Commercial Arbitration Act (British Columbia). Notwithstanding that the BCICAC is not extant at the time of arbitration, the parties confirm their intention to arbitrate disputes and to adopt the "Procedures for Cases under the BCICAC Rules". The place of arbitration in each case shall be Vancouver, British Columbia. The decision of the arbitrator shall be rendered in writing to each of the parties as soon as practicable and shall be final and binding on both parties. If the parties can not agree as to the respective shares of the cost of arbitration to be borne by them in each instance, the arbitrator shall make such determination and any such determination shall be final and binding on both parties.
- (q) On any payments required to be made under this Agreement, the party making the payment shall be liable for and shall pay any taxes exigible thereon in accordance with applicable laws.
- (r) The parties agree to keep the terms of this Agreement confidential. BCPC shall keep strictly confidential and cause to be kept strictly confidential any and all information obtained pursuant to paragraph 22(c) and paragraph 22(d), provided the Licensee acknowledges that BCPC is subject to the Freedom of Information and Protection of Privacy Act (British Columbia); and




- (s) If any amount payable by one party to the other under this Agreement is not paid when due, the party responsible for the overdue payment shall pay interest on such amount to the other party at the prime rate of interest of The Toronto-Dominion Bank plus 5% per annum until paid.

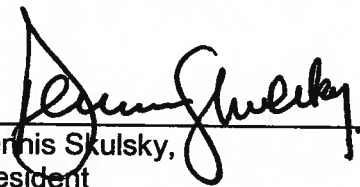
**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as attested by the hands of their respective proper officers duly authorized as of the day and year first above written.

**BC PAVILION CORPORATION**

Per:  22/11/11  
Warren Buckley,  
President, CEO

Per:  11.18.11  
Howard Crosley  
General Manager  
BC Place

**B.C. LIONS FOOTBALL CLUB INC.**

Per:  November 18<sup>th</sup>, 2011  
Dennis Skulsky,  
President

**SCHEDULE A**

**PLAN(S) OF STADIUM AREAS AND FACILITIES**



DATE: 11/11/09  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]



**CANNON DESIGN**  
 ARCHITECTS  
 1000 15th Street, Suite 1000  
 San Francisco, CA 94103  
 Tel: 415.774.2000  
 Fax: 415.774.2001  
 www.cannon.com



**GENTVAR**  
 ARCHITECTS  
 1000 15th Street, Suite 1000  
 San Francisco, CA 94103  
 Tel: 415.774.2000  
 Fax: 415.774.2001  
 www.gentvar.com



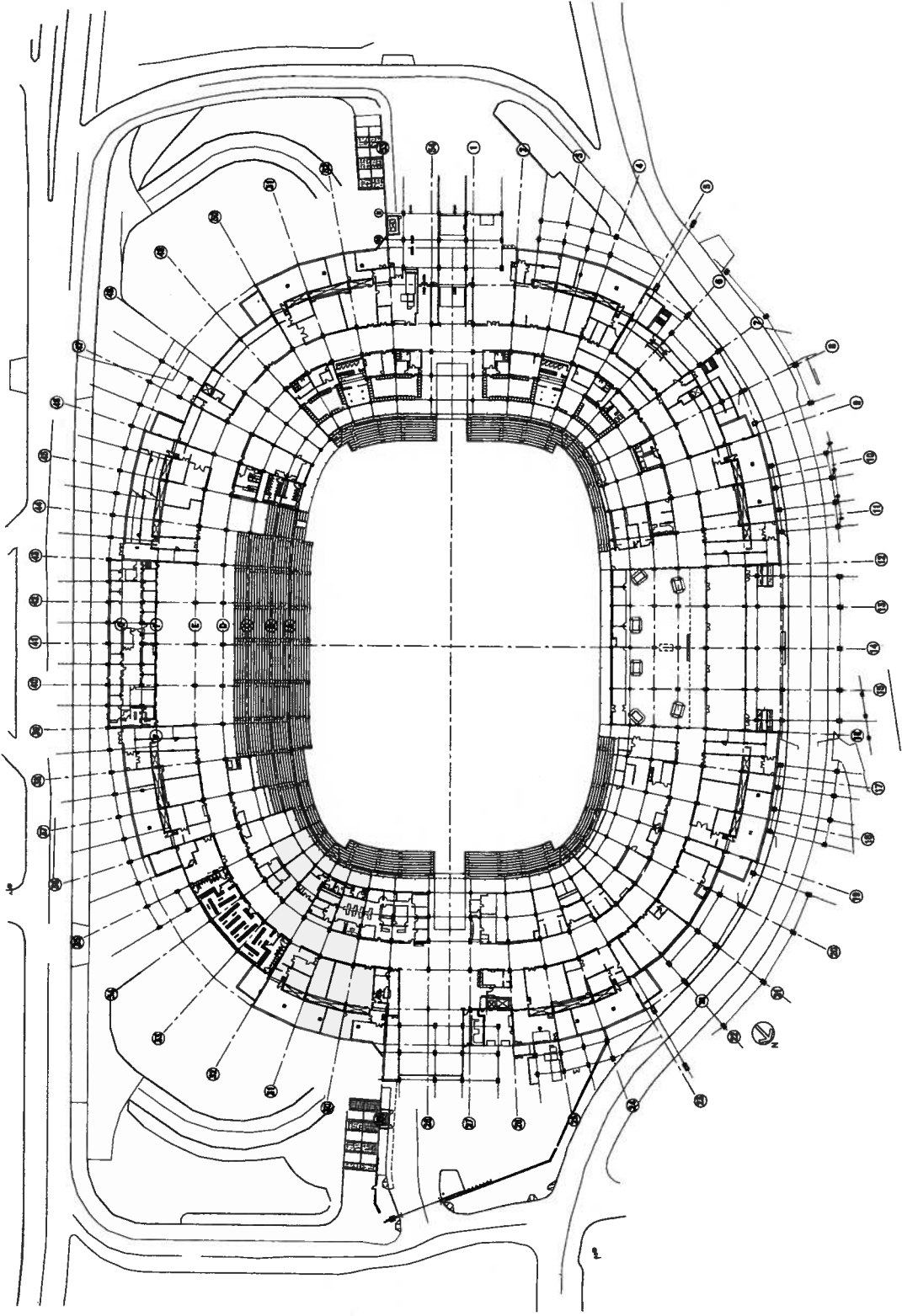
**PAVCO**  
 ARCHITECTS  
 1000 15th Street, Suite 1000  
 San Francisco, CA 94103  
 Tel: 415.774.2000  
 Fax: 415.774.2001  
 www.pavco.com

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/11/09	[Name]	[Name]
2	ISSUED FOR CONSTRUCTION			
3	ISSUED FOR RECORD			

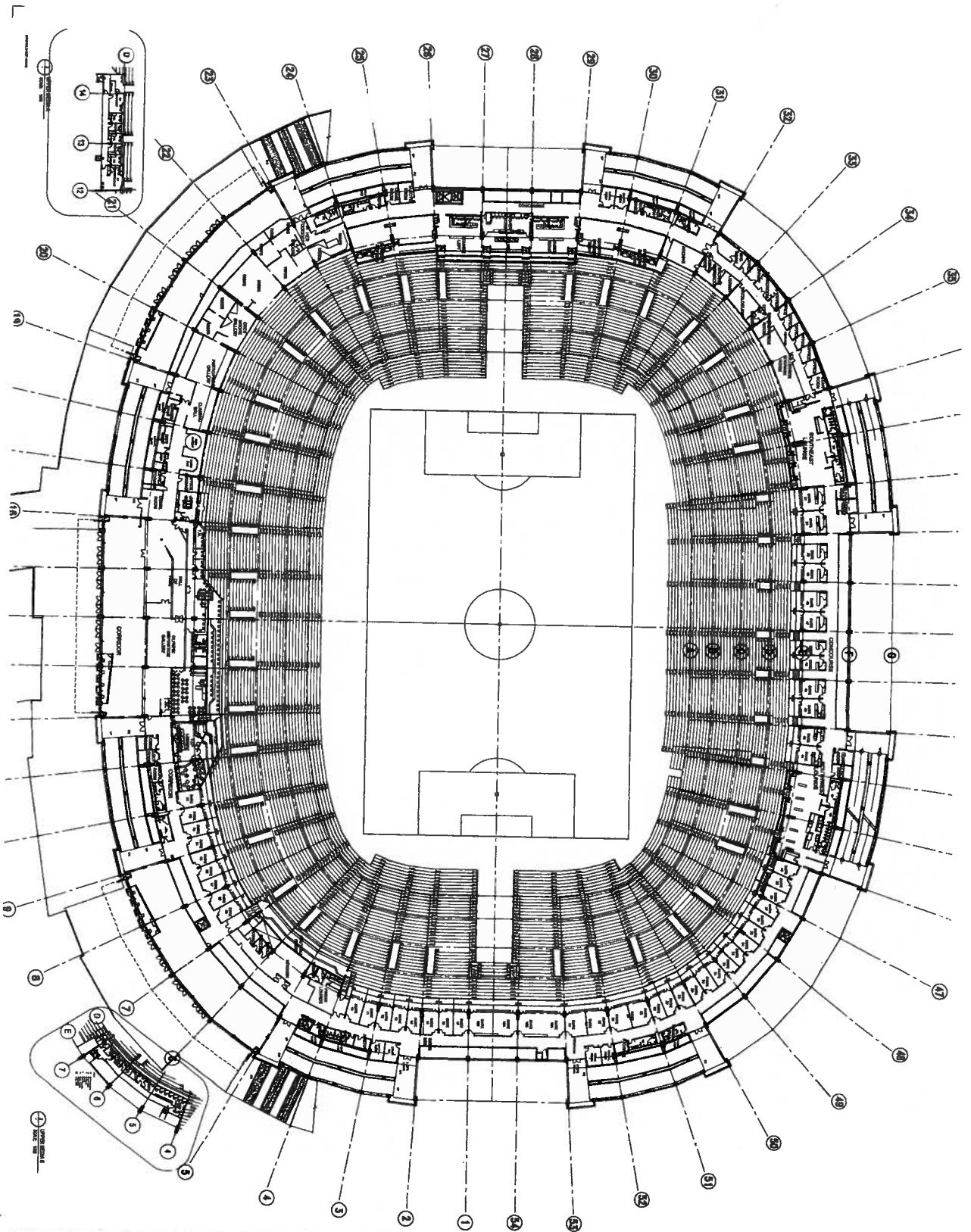


**BC PLACE**  
 STADIUM  
 1000 15th Street, Suite 1000  
 Vancouver, BC V6Z 2M6  
 Tel: 604.271.1234  
 Fax: 604.271.1235  
 www.bcplace.com

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/11/09	[Name]	[Name]
2	ISSUED FOR CONSTRUCTION			
3	ISSUED FOR RECORD			







**GENIVAR**  
 ARCHITECTURAL & ENGINEERING  
 1000 WEST BROADWAY, SUITE 1000  
 VANCOUVER, BC V6Z 1M9  
 TEL: 604-681-1111  
 FAX: 604-681-1112  
 WWW.GENIVAR.COM

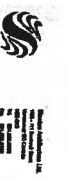
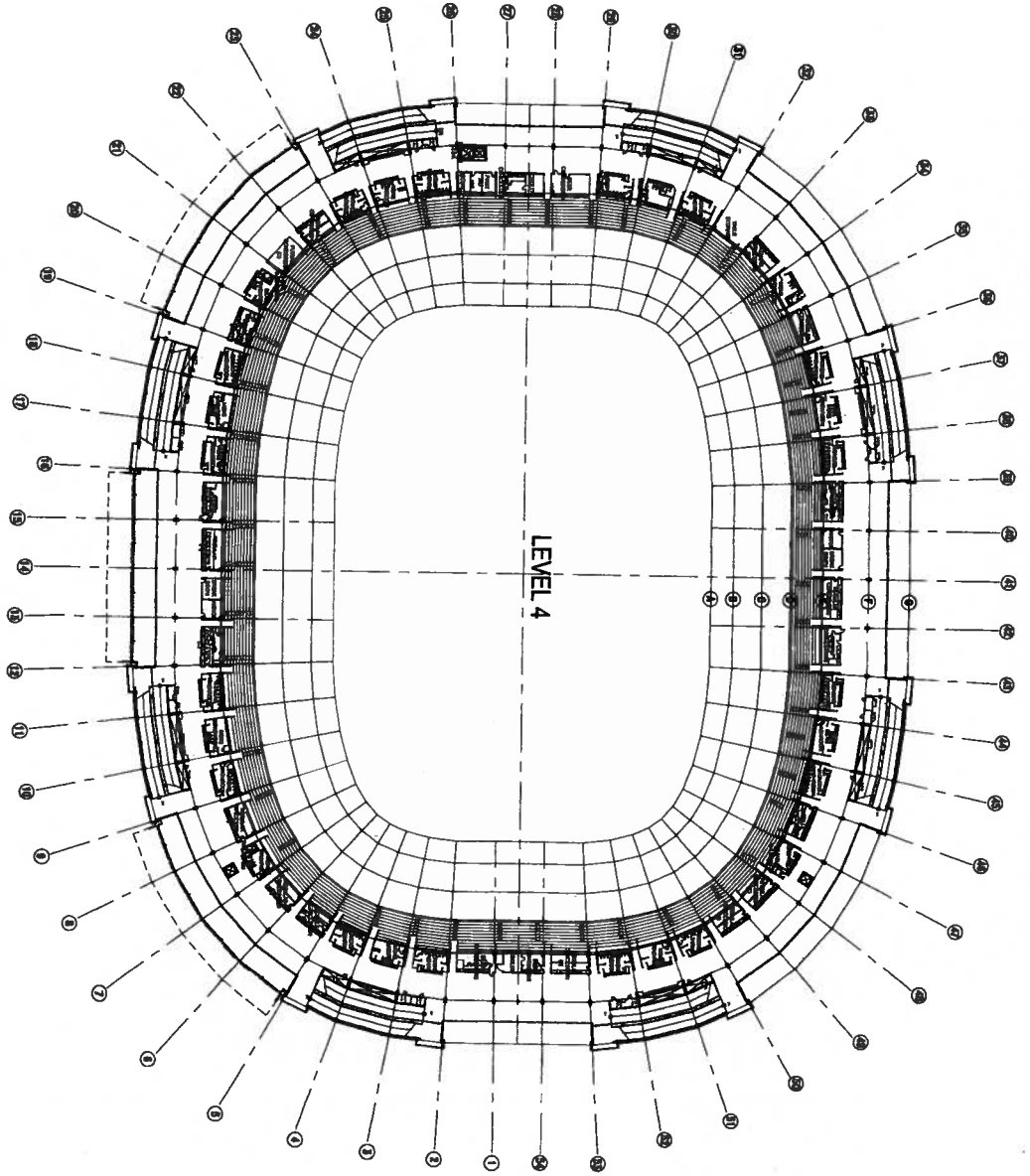
**M PAVCO**  
 ARCHITECTURAL & ENGINEERING  
 1000 WEST BROADWAY, SUITE 1000  
 VANCOUVER, BC V6Z 1M9  
 TEL: 604-681-1111  
 FAX: 604-681-1112  
 WWW.MPAVCO.COM

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...
12	...	...	...	...
13	...	...	...	...
14	...	...	...	...
15	...	...	...	...
16	...	...	...	...
17	...	...	...	...
18	...	...	...	...
19	...	...	...	...
20	...	...	...	...
21	...	...	...	...
22	...	...	...	...
23	...	...	...	...
24	...	...	...	...
25	...	...	...	...
26	...	...	...	...
27	...	...	...	...
28	...	...	...	...
29	...	...	...	...
30	...	...	...	...
31	...	...	...	...

**BC PLACE**  
 PHASE 2 IMPROVED MAINTENANCE  
 ARCHITECTURAL & ENGINEERING  
 1000 WEST BROADWAY, SUITE 1000  
 VANCOUVER, BC V6Z 1M9  
 TEL: 604-681-1111  
 FAX: 604-681-1112  
 WWW.BCPACIFIC.COM

**LEVEL 3**  
**FLOOR PLAN**

Scale: 1/8" = 1'-0"  
 Date: 12/02  
 Sheet: 4 of 3  
 A802



**CANNON DESIGN**  
 ARCHITECTS  
 1000 WEST BROADWAY, SUITE 200  
 VANCOUVER, BC V6C 3M8  
 TEL: 604.681.1111  
 WWW.CANNONDESIGN.COM



**GENIVAR**  
 1000 WEST BROADWAY, SUITE 200  
 VANCOUVER, BC V6C 3M8  
 TEL: 604.681.1111  
 WWW.GENIVAR.COM



**MPAYCO**  
 1000 WEST BROADWAY, SUITE 200  
 VANCOUVER, BC V6C 3M8  
 TEL: 604.681.1111  
 WWW.MPAYCO.COM

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/15/03	...	...
2	ISSUED FOR CONSTRUCTION	11/10/03	...	...
3	ISSUED FOR AS-BUILT	12/15/03	...	...



**BC PLACE**  
 PHASE 2 IMPROVED MAINTENANCE  
 ARCHITECTS & CONSULTANTS  
 1000 WEST BROADWAY, SUITE 200  
 VANCOUVER, BC V6C 3M8  
 TEL: 604.681.1111  
 WWW.BCPLACE.COM

Project: BC PLACE  
 Date: 10/03  
 Drawing No: 4800  
 Sheet: 3

## **SCHEDULE B**

### **EVENT SERVICES**

#### **1. Stadium Setup Services**

- Setup, teardown, maintenance and storage of Retractable Seating
- Store, maintain, install, teardown and operate electronic field boards at Licensees' cost
- Provide standard crowd control stanchions and fencing (field level, concessions, ticketing/entrances, will call)

#### **2. Hosting Services**

- BCPC to provide standard hosting personnel to operate the Hospitality Areas, entrance gates and seating areas

#### **3. Security and Policing Services**

- BCPC shall organize, provide for and be responsible for all aspects of safety, security, crowd control and vehicular control

#### **4. Field Grooming Services**

- Lining in accordance with the terms of the License Agreement
- Field groomed at least 3 hours prior to kickoff on Game Day
- Installation of goal posts, corner flags, team benches, officials table and seating

#### **5. Power/Audio/Video services/Broadcast for ribbon board, centre hung, electronic field boards, televisions and PA)**

- Licensee to pay and BCPC to provide personnel to prepare graphics and sequencing, for all in-building video in advance of each Game
- Personnel on site to operate the ribbon board, centre hung, electronic field boards, televisions and PA from gates open to gates close
- Power drops to all broadcast camera locations paid by Licensee
- Field level wireless mic

#### **6. Storage**

- Use of storage space within the Stadium for the duration of the License Term of a size not less than that received by the Whitecaps or any other Anchor Tenant. Access limited to BCPC, Licensee and licensed merchandise partner of the Licensee. Access by the Licensee and licensed merchandise partner of the Licensee shall be limited to Games Days only.

#### **7. Parking**

- If available, same on site parking rights for players on the Team and staff of the Licensee as are available to the Whitecaps players and staff or any other Anchor Tenant.

**SCHEDULE C**  
**BCPC CHARGES**



**BC PLACE STAFF AND SERVICES RATES**  
**Effective January 1, 2011 – December 31, 2011**  
**D R A F T**

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**All Staff and Services Rates are effective as at January 1, 2011 and are subject to change without notice.**

- **Please add 12% HST to ALL rates quoted.**
- **Consult your Event Manager for updates.**

## **AUDIO/VIDEO - TO BE REVISED**

BC Place has at your disposal a production facility to accommodate most of your in-house requirements. A professional and experienced crew is available to videotape, edit and package any production that you might have in mind.

The video board is a 22 ft. by 40 ft. Mitsubishi Diamond Vision flat screen technology. The control room consists of 4 cameras, Ross switcher, 2-Beta SP vtr's, 2 - 3/4 inch vtr's, a Pioneer Laser Player and recorder, Still Store, Chryon Max character generator, MAC G4. The room also allows for 4 channels of Intercom.

The Programmable Ribbon Board rental rate (with video capabilities) is \$300.00 per hour per board, plus operator costs (minimum of 4 hours) and pre-production fees.

On Site TV Broadcast Fee - BC Place offers the convenience of on site broadcasting facilities including use of designated broadcasting booths on Level 3, TV Mobile Area at West Airlock, and in-house cabling between the broadcasting booths, the TV Mobile Area and field level camera locations. The fee of \$2,050.00 includes parking for two full sized remote trailers and two support vehicles in the TV Mobile Area. The package also includes 200 amps. Please note phone lines are not included in the broadcast package.

Following are a number of scenarios that might apply to your needs. Please note that the costs are estimates, as each production will have its own specific timeline and production.

### ***Package 1***

This simple but effective use of the board would include placing a "script" message or company "Logo" on the video board for the time of your event. Any Mac true type font can be used on your pre-produced logo stored on the board.

**The estimated charge for a 6 hour use of the board  
with one operator .....\$TBD**

### ***Package 2***

This package would be designed for a Trade Show or Consumer Show where the client would like to present numerous "script" messaging with a few "moving" videotapes. This could be done with staff changing the rundown on a daily basis or with a script that is set before the show gets underway. The estimates of this package greatly depend on the complexity of the rundown, but for this overview, the costs are estimated on a 6-hour day with the package pre-produced.

**The estimate of this package for 6 hours  
with one operator .....\$TBD**

**AUDIO/VIDEO (CON'D) - TO BE REVISED**

**Package 3**

This scenario is based on a seminar, reception, meeting or performance at BC Place. This package will add something special to your event. Two cameras will provide live coverage, put your guests on the video board and record the event in the format of your preference. The live coverage can be switched between company logos, graphics or other videotape material.

**Estimated cost for a 6 hour use of (3 or 4 operators),  
2 cameras, switcher and video board would be .....\$TBD**

**Package 4**

The video package is for smaller sports and action events. The auxiliary boards can be used for scoring and the video board for replays. Two cameras will provide live and replay coverage for you and the client in the stands. This package can be combined with graphics, commercial video playback logos for sponsors, along with recording on the format of your choice.

**Estimated cost for a 6 hour use (5 operators), 2 cameras  
all score boards and switcher .....\$TBD**

**Package 5**

This package offers the most comprehensive use of our videoboard production facility -- the videoboard along with concourse monitors, auxiliary board scoring systems, 4 cameras, 2 replay angles, graphics, still store and videotape playback. This package uses all of our resources to give you the most extensive video experience available. This package is used for CFL football and large corporate sales presentations to music productions.

**Estimated cost for an average large sporting event and use  
of all of the control room facilities and videoboard  
(approx. 10 operators).....\$TBD**

Note: most of these estimates are based on scenarios that have been used at BC Place. The crew, pre-production and videotape stock are items that are always changing and must be discussed before a final quote can be presented. Please contact your Event Manager for clarification.

**NOTE: INFORMATION ON THE FOLLOWING TO BE  
ADDED WHEN DETAILS ARE KNOWN**

- RIBBON BOARDS
- SCOREBOARDS
- SIDE LINE BOARDS "Sport Event"
- LIGHTING PROGRAM

## THE SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS OF CANADA (SOCAN)

Royalties/license fees are payable to The Society of Composers, Authors and Music Publishers of Canada (SOCAN) if any music is played or performed at your event. The amount of the royalty/license fee depends upon the type of event. Please contact your Event Manager for a quote. If you are currently a SOCAN licensee, you are responsible to make your remittance. Otherwise, your event manager will include SOCAN costs in your staff and services invoice, or the settlement.

## BUILDING CONVERSION (Additional Building Rent)

Benches .....	\$ 40.00
Chairs (includes set up and removal)* .....	\$ 3.75 each
* Note: a premium may apply to large chair set ups	
Fencing - Lightweight Aluminum (install and remove) .....	\$2.35/linear foot
(8 ft. long x 3 ft. high (200 units) and 8 ft. long x 4 ft. high (75 units))	
Risers (each).....	\$ 50.00
Seat Movement .....	TBD
Stair Units.....	TBD
Aluminum end-zone units, inverted set-up (2 available).....	\$TBD
Low stair unit (8 available).....	\$ TBD
Tall straight out metal unit (2 available).....	\$TBD
Terra Cover – up to 150,000 sq. ft. (set up, use and strike) .....	*Estimate only \$TBD
*Subject to change	
Turf.....	\$TBD
Line Painting.....	\$TBD
Turf Clean (to be discussed with Event Operations).....	\$TBD

## ELECTRICAL SERVICES

**NOTE:** Prices for power installation service includes maintenance throughout the show and post-show removal. Power is dropped at the rear of the booth. Power conditioning and spike protection is the responsibility of the exhibitor.

**IMPORTANT:** To qualify for the Discounted Rate, Electrical Service Orders **MUST** be received fourteen (14) calendar days in advance of the event's first Move-In Day and be paid in full. Orders received after the fourteen day cut-off, or not paid in full, will be charged at the Standard Rate.

## ELECTRICAL - POWER INSTALLATION SERVICE

<i>Item</i>	<i>Discounted Advance Order Rate Jan. 1,2011</i>	<i>Standard Order Rate Jan. 1,2011</i>	<i>Discounted Advance Order Rate Jan. 1,2012</i>	<i>Standard Order Rate Jan. 1,2012</i>
750W. 120 Volt, 7 ½ Amps Duplex Outlet	\$ 85.00	\$105.00	\$ 90.00	\$ 110.00
1500W. 120 Volt 15 Amps Duplex Outlet	\$100.00	\$120.00	\$105.00	\$ 125.00
2000W. 120 Volt 20 Amps Duplex Outlet	\$110.00	\$130.00	\$115.00	\$ 135.00
15 Amp. 120/208 V, 1 Phase Outlet - Connection Provided	\$175.00	\$210.00	\$180.00	\$ 210.00
20 Amp. 120/208 V, 1 Phase Outlet - Connection Provided	\$190.00	\$220.00	\$195.00	\$ 225.00
30 Amp. 120/208 V, 1 Phase Outlet - Connection Provided	\$235.00	\$265.00	\$240.00	\$ 270.00
40 Amp. 120/208 V, 1 Phase Outlet - Connection Provided	\$255.00	\$285.00	\$260.00	\$ 290.00
15 Amp. 120/208 V, 3 Phase Outlet - Connection Provided	\$260.00	\$ 290.00	\$265.00	\$ 295.00
30 Amp. 120/208 V, 3 Phase Outlet - Connection Provided	\$290.00	\$ 340.00	\$295.00	\$ 350.00
40 Amp. 120/208 V, 3 Phase Outlet - Connection Provided	\$355.00	\$ 400.00	\$365.00	\$ 410.00
60 Amp. 120/208 V, 3 Phase Outlet - Connection Provided	\$470.00	\$ 520.00	\$480.00	\$ 530.00
100 Amp. 120/208 V, 3 Phase Outlet - Connection Provided	\$655.00	\$ 850.00	\$660.00	\$ 850.00
200 Amp. 120/208 V, 3 Phase Outlet - Connection Provided	\$925.00	\$1,050.00	\$935.00	\$1,075.00
Under carpet wiring – add 25% to the above prices.				

Above 200 Amps, consult with BC Place for cost.

## ELECTRICAL - LIGHTING EQUIPMENT RENTALS – TO BE REVISED

**NOTE: LIGHTING DOES NOT COME WITH POWER – ORDER POWER SEPARATELY.**

<i>Item</i>	<i>Discounted Advance Order Rate Jan. 1,2011</i>	<i>Standard Order Rate Jan. 1,2011</i>	<i>Discounted Advance Order Rate Jan. 1,2012</i>	<i>Standard Order Rate Jan. 1,2012</i>
1-150 Watt Flood Light On Stand	\$ TBD	\$ TBD	\$ TBD	\$ TBD
2-150 Watt Flood Light On Stand	\$ TBD	\$ TBD	\$ TBD	\$ TBD
1-350 Watt Quartz Light On Stand	\$ TBD	\$ TBD	\$ TBD	\$ TBD
2-350 Watt Quartz Light On Stand	\$ TBD	\$ TBD	\$ TBD	\$ TBD
1 Lighting truss c/w 6 – 350 Watt Heads (Lighting truss requires 15 Amp 3 Phase outlet–available on Level 2 only)	\$ TBD	\$ TBD	\$ TBD	\$ TBD

## EXHIBITOR SERVICES – MISCELLANEOUS

Double Sided 2 Inch Tape .....	\$15.00/roll
Duct Tape .....	\$14.00/roll
Extension Cord	
5 meters .....	\$17.00
10 meters .....	\$24.00
15 meters .....	\$30.00
Flood Light Bulb .....	\$8.00
Packing Tape .....	\$3.00 per roll
Power Bar.....	\$30.00
Photocopying Service.....	\$0.20/page
Shrink Wrap .....	\$17.50

## HIGH SPEED INTERNET CONNECTION

**IMPORTANT:** To qualify for the Discounted Rate, High Speed Internet Service Orders **MUST** be received **fourteen (14) calendar days in advance** of the event's first **Move-In Day** and be paid in full. Orders received after the fourteen day cut-off, or not paid in full, will be charged at the Standard Rate.

<i>Item</i>	<i>Discounted Advance Order Rate Jan. 1,2011</i>	<i>Standard Order Rate Jan. 1,2011</i>	<i>Discounted Advance Order Rate Jan. 1,2012</i>	<i>Standard Order Rate Jan. 1,2012</i>
DSL internet service – Exhibitor Booth* (Computer must be equipped with an Ethernet network card)	\$375.00	\$500.00	\$390.00	\$520.00
DSL internet service – Static Public IP Address**	\$755.00	\$1000.00	\$780.00	\$1040.00
DSL internet service – Cables and Supplies	TBD	TBD	TBD	TBD

**\* NOTE:**

- You will receive (1) concurrent IP connection with each DSL internet service line ordered. Additional IP connections must be ordered to share or split the line.
- Customer's computer must be equipped with an Ethernet Card.
- Service may not be available to all areas of BC Place.
- Your Cat 5 internet connection will be supplied to the back of your booth. Customer is responsible for providing all equipment for networking computers or relocating connection within their exhibit space and the safekeeping of such equipment.

**\*\* NOTE:**

- The static public IP address can be used for internet or data access outside the BC Place firewall.
- The customer is responsible for configuring, securing and maintaining their own computers, routers/switches/hubs and equipment.

**Technical Support Service Hours:**

During Event Days, 7 days a week, 9:00 a.m. to 6:00 p.m.

Additional support available at \$85.00 per hour, minimum one hour.

## HOUSEKEEPING

Daily booth vacuuming ..... \$.18 per square foot, per day  
 Aisle Carpet..... \$.05 per square foot, per day

Minimum \$25.00 charge for cleaning order.

Please indicate actual dates vacuuming to be completed for.

## OFFICE SERVICES

Office Services are available from the Exhibitor Services counters at the East Field Entrance.

Local Fax.....\$1.25 first page; \$.50 each additional page  
 Long Distance Fax .....\$3.00 first page; \$1.00 each additional page  
 Photocopying Service.....\$0.20/page

## PLUMBING LABOUR SERVICES

**IMPORTANT:** To qualify for the Discounted Rate, Plumbing Service Orders **MUST** be received fourteen (14) calendar days in advance of the event's first Move-In Day and be paid in full. Orders received after the fourteen day cut-off, or not paid in full, will be charged at the Standard Rate.

	<i>Item</i>	<i>Discounted Advance Order Rate Jan. 1, 2011</i>	<i>Standard Order Rate Jan. 1, 2011</i>	<i>Discounted Advance Order Rate Jan. 1, 2012</i>	<i>Standard Order Rate Jan. 1, 2012</i>
1.	Sink or Tub with Hot/Cold Water Supply and Drain	\$475.00	\$640.00	\$485.00	\$650.00
2.	Sink or Tub with Cold Water Supply only and Drain	\$375.00	\$535.00	\$385.00	\$545.00
3.	Hot and Cold Water Supply including Drain	\$285.00	\$430.00	\$295.00	\$440.00
4.	Cold Water Supply including Drain	\$230.00	\$325.00	\$240.00	\$335.00
5.	Cold Water Supply Only	\$180.00	\$250.00	\$190.00	\$260.00
6.	Cold water Fill/Drain for small fish ponds or holding Tank (per individual fill)	\$160.00	\$225.00	\$170.00	\$235.00
7.	Cold Water Fill/Drain 0 – 500 gallons, for hot tub or swim spa (per individual fill)	\$295.00	\$430.00	\$305.00	\$440.00
8.	Cold Water Fill/Draining in excess of 500 gallons (per individual fill)	On Request	On Request	On Request	On Request

	<i>Item</i>	<i>Discounted Advance Order Rate Jan. 1,2011</i>	<i>Standard Order Rate Jan. 1,2011</i>	<i>Discounted Advance Order Rate Jan. 1,2012</i>	<i>Standard Order Rate Jan. 1,2012</i>
9.	Hose Hookup outside the East or West Airlock	\$145.00	\$215.00	\$150.00	\$220.00
10.	Plumbing Services not on the Perimeter. (Please call for availability)	On Request	On Request	On Request	On Request

**Note:**

- Three styles of sinks are available (sinks are limited depending on the type):
- 1) Double stainless sinks with cupboard and arborite counter top 44"H x 60"W x 24"D
  - 2) Single laundry tub (some with 2-door cupboard - 36"H x 22"W x 26"D)
  - 3) Double laundry tub 34"H x 48"W x 22"D

**ALL CONNECTIONS TO SINKS ARE INCLUDED IN THE PRICE.**

**IMPORTANT INFORMATION:**

**SINKS WITH DRAINS ON LEVEL 1, MAIN FLOOR, ARE ONLY AVAILABLE ON THE PERIMETER**

- ALL water supply lines will be routed to the back of your booth with a male hose fitting on the end.
- ALL 1-1/2" drain lines will be brought to the back of the booth.
- ANY request for connections to be made to equipment must be made in writing and include a list of materials, sizes and floor plans. These requests will be charged at an hourly rate plus parts.

**POLICE CHARGES**

**Vancouver Traffic Authority (Spectator Events)**

0 – 15,000 .....	N/A
(Not required unless determined necessary by Vancouver City Police or there is another major event in the area).	
15,000 – 30,000 .....	Approximately \$1,100.00
30,000 .....	Approximately \$2,000.00

**Event Police** (Minimum 3 hr. call out, hourly charges - Subject to Change), as per VPD rate changes.

Sergeant.....	\$136.22
Constable .....	\$108.99
Inspector .....	\$174.36
Traffic Authority .....	\$50.50
To be adjusted to actual.	

**Road Closures, Signage and Barricading**

If the Vancouver Traffic Authority is required, additional charges may apply .....TBD

Road closures, signage and barricades (for move-in and move-out kayson moves) .....TBD



## ROLLING STOCK

<i>Item</i>	<i>Per Day</i>	<i>Per Week</i>
5,000 lb Forklift (4 only)	\$195.00	\$515.00
9,000 lb Forklift (1 only)	\$250.00	\$565.00
Bobcat (1 only)	\$205.00	\$700.00
Scissor Lift 25 ft (7.6m) reach (1 only)	\$165.00	\$515.00
Scissor Lift 31 ft (9.4m) reach (1 only)	\$215.00	\$620.00
Snorkel Lift 60 ft (18.46m) reach (1 only)	\$430.00	\$1,235.00

- Fuel costs included.
- Rental rates do not include operator.
- All BC Place equipment must be operated by BC Place staff.
- Additional delivery and return costs applicable if outside rentals required.

## SAFETY EQUIPMENT

Safety Vest .....\$16.00

## STAFFING

**Hourly Rates** (4 hour minimum)

**IMPORTANT:** To qualify for the Discounted Rate, Staffing Orders **MUST** be received fourteen (14) calendar days in advance of the event's first Move-In Day and be paid in full. Orders received after the fourteen day cut-off, or not paid in full, will be charged at the Standard Rate.

<i>Item</i>	<i>Discounted Advance Order Rate Jan. 1, 2011</i>	<i>Standard Order Rate Jan. 1, 2011</i>	<i>Discounted Advance Order Rate Jan. 1, 2012</i>	<i>Standard Order Rate Jan. 1, 2012</i>
Audio/Video Director	\$100.30	\$120.35	\$100.30	\$120.35
Audio/Video Technician (6 hour min).	\$57.00	\$68.40	\$58.00	\$69.60
First Aid Captain	\$24.25	\$29.10	\$24.75	\$29.70
First Aid	\$23.00	\$27.60	\$23.50	\$28.20
Forklift Operator, Event Laborer	\$46.25	\$55.50	\$47.00	\$56.40

<i>Item</i>	<i>Discounted Advance Order Rate Jan. 1, 2011</i>	<i>Standard Order Rate Jan. 1, 2011</i>	<i>Discounted Advance Order Rate Jan. 1, 2012</i>	<i>Standard Order Rate Jan. 1, 2012</i>
Hosting Captain	\$23.75	\$28.50	\$24.25	\$29.10
Host	\$21.25	\$25.50	\$21.75	\$26.10
Concierge	\$25.25	\$30.30	\$25.75	\$30.90
Housekeeping Captain	\$23.75	\$28.50	\$24.25	\$29.10
Housekeeper	\$21.25	\$25.50	\$21.50	\$28.80
Security Captain	\$24.25	\$29.10	\$24.75	\$29.70
Security	\$23.00	\$27.60	\$23.50	\$28.20
Event Technicians (Electrical, Plumbing, Telecommunications)	\$65.00	\$78.00	\$65.00	\$78.00

**Overtime Rates on above as follows:**

- 8 – 11 hours worked: 1.5 times listed rate
- 12 and over hours worked: 2 times listed rate

Special rates apply to Statutory Holidays. Please contact your Event Manager.

## TELEPHONE AND COMMUNICATIONS

BC Place has a wide variety of Communication Services, Telephones, Fax Lines and Computer Modem Lines. These services can be provided at any location on the Stadium floor or the Level 2 Concourse. The telephone number allocated will be available as soon as possible after receipt of the order.

**IMPORTANT:** To qualify for the Discounted Rate, Telephone and Communications Service Orders **MUST** be received fourteen (14) calendar days in advance of the event's first **Move-In Day** and be paid in full. Orders received after the fourteen day cut-off, or not paid in full, will be charged at the Standard Rate.

	<i>Item</i>	<i>Discounted Advance Order Rate Jan. 1, 2011</i>	<i>Standard Order Rate Jan. 1, 2011</i>	<i>Discounted Advance Order Rate Jan. 1, 2012</i>	<i>Standard Order Rate Jan. 1, 2012</i>
1.	<b>TELEPHONE:</b> With a Direct Dial number.	\$180.00	\$208.00	\$188.00	\$215.00
2.	<b>LONG DISTANCE ACCESS DIRECT DIALING DEPOSIT:</b> Long distance direct dialing - a long distance access code will be issued upon receipt of deposit payment.	\$200.00 Deposit	\$200.00 Deposit	\$200.00 Deposit	\$200.00 Deposit

	<b>Item</b>	<b>Discounted Advance Order Rate Jan. 1,2011</b>	<b>Standard Order Rate Jan. 1,2011</b>	<b>Discounted Advance Order Rate Jan. 1,2012</b>	<b>Standard Order Rate Jan. 1,2012</b>
3.	<b>RADIO BROADCAST FEE (in-house):</b> Lines for external radio broadcasts are available. Please contact your Event Manager to arrange installation.	\$190.00	\$190.00	\$190.00	\$190.00
4.	<b>RADIO CUE LINE (2-way):</b> Cue line provides 2 way communications for a radio station to cue the remote location at BC Place.	\$180.00	\$208.00	\$188.00	\$215.00
5.	<b>DATA LINE:</b> Install for Fax Machine, Computer Modem or Credit Card Authorization system (hardware not provided). Please program a '9' in front of the telephone number for all autodial hardware.	\$180.00	\$208.00	\$188.00	\$215.00