

THIS AGREEMENT dated as of the 21 day of August, 2013.

BETWEEN :

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY
(hereinafter referred to as "the College")

OF THE FIRST PART

- and -

SIR SANDFORD FLEMING COLLEGE STUDENT ADMINISTRATIVE COUNCIL (PETERBOROUGH CAMPUS) A BODY CORPORATE WITHOUT SHARE CAPITAL INCORPORATED AND EXISTING UNDER THE LAWS OF THE PROVINCE OF ONTARIO
(herein referred to as "SAC")

OF THE SECOND PART

WHEREAS an artificial sport field complex (hereinafter referred to as the "Complex") will be constructed on the property of the College for use by amongst others the students of the College and members of SAC.

AND WHEREAS the costs of the Complex are being shared between the Corporation of the City of Peterborough (hereinafter referred to as the "City") and the College according to article 4.00 of an Agreement between the City of Peterborough and the College dated the 1st day of May, 2013 (the "Agreement") a copy of which is attached hereto as Schedule "A".

AND WHEREAS the definition of Complex for this Agreement shall be the definition of Complex contained in article 1.05 of the Agreement.

AND WHEREAS SAC has agreed to be responsible for the College's costs of the Complex .

AND WHEREAS SAC held a referendum on November 16th to the 18th 2011, and the students of the College, who are members of SAC by 90.7% vote approved the \$42.00 building fee per student per semester (hereinafter referred to as the "Building Fee") levied against college students and used to pay SAC's obligation to the College for the Peterborough Sports and Wellness Centre, pursuant to an Agreement dated 11 March, 2004 between the College and SAC , and be used to pay SAC's share of costs for the Complex.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants herein contained the parties hereto agree as follows:

1. The Collège will pay its share of the Shared Capital Costs as set out in article 4.00 of the Agreement. SAC agrees to pay to the College the amount paid by the College, for the said costs invoiced to the College by the City plus any cost incurred directly by the College related to the costs as set out in article 4.00 of the Agreement. The College will provide written notification to SAC each time the College receives an invoice from the City in accordance with Section 4.03 of the Agreement. The written notification will include the amount due from SAC and the date the College payment to the City is due. SAC will repay the College by the later of the date the College payment to the City is due or February 28, 2014. If SAC does not repay the College by the date the College payment to the City is due, the College will charge SAC interest at the rate of RBC prime less 1.75%, which is the rate the College earns on its bank account as long as the College does not have a balance on their revolving credit facility. If the College has a balance on their revolving credit facility SAC will be charged interest at RBC prime less 0.5%. All advances to SAC will be repaid to the College by February 28, 2014. The estimated budget payable by SAC as of the date of this Agreement is \$2,900,000.00. SAC understands that the budget is an estimate and could increase. SAC must approve in writing any increase in the budget over \$2,900,000.00 before the budget of \$2,900,000.00 can be increased by the College and the City.
2. SAC agrees that the College will collect the Building Fee and irrevocably authorizes and directs the College to collect the Building Fee and to apply the Building Fees so collected to the amount of money owed by SAC to the College under the Peterborough Sports and Wellness Centre Agreement dated 11 March, 2004. SAC and the College agree that the

balance owing by SAC to the College under the said Agreement dated 11 March, 2004 is \$ 37,887 as of 31 March, 2013.

3. SAC agrees that the amount owed to the College under this Agreement will not be financed by the College and that SAC will obtain a bank or third party financing to pay the amount owed by February 28, 2014. SAC agrees that it is responsible for its costs to enter into a loan with a bank or other third party to repay the College for the costs incurred by the College and paid on behalf of SAC under this Agreement.
 - a. SAC agrees that it will charge a minimum fee to each student of Sutherland Campus of \$42.00 per semester as a Building Fee until the Cost paid by the College under this Agreement and the money owed pursuant to the Peterborough Sports and Wellness Centre Agreement dated the 11th day of March, 2004 has been paid in full to the College by SAC.
 - b. SAC irrevocably authorizes and directs the College to collect on behalf of SAC all Building Fees paid by the Sutherland Campus students of the College and irrevocably authorizes the College to retain all such Building Fees until all monies owed under the Peterborough Sports and Wellness Centre Agreement dated the 11th day of March 2004 and this Agreement have been paid in full. The College will apply all Building Fees collected to the amounts owed under the Peterborough Sports and Wellness Centre Agreement dated the 11th day of March 2004 until all monies owed under that agreement have been paid in full. Once the amount owed to the College under the Peterborough Sports and Wellness Centre Agreement have been paid in full, the College will hold, but not apply the Building Fees to the amount owing under this Agreement by SAC until the 28th of February, 2014 when the amount owing under this Agreement are paid in full. In the event that SAC does not pay to the College the amount owing under this Agreement in full by the 28th of February, 2014, the College will apply all Building Fees collected in the past and in the future, to the amount owed by SAC to the College until the amount owed under this Agreement are paid in full.
 - c. Upon payment of all the money owed by SAC to the College under the Peterborough Sports and Wellness Centre Agreement and this Agreement, the College will acknowledge, in writing, that the funds have been paid in full and will transfer the Building Fees so collected by the College to SAC.

4. The College agrees that SAC shall have the right to promote, obtain and receive all advertising revenue from the Complex, provided that the College shall have the right, acting reasonably and in good faith, to approve the advertisements and further provided that the City has the rights as set out in article 10.01 of the City College Agreement dated the 1st day of May, 2013. SAC agrees the College shall have the sole right to name the Complex and will share equally with SAC any revenue received from granting naming rights to a third party.

5. Vending services are to be provided by the College's Food Services Provider. Commissions on these vending services, as set out in The College's Food Services Provider Agreement, will be paid by the College to SAC. The College Food Services Provider is responsible for providing, installing, stocking, collecting cash from, repairing, maintaining and replacing the vending equipment. The terms of any amendment to the existing agreement between the College and the College's Food Service Provider, or any new agreement with the current or future College food service provider will apply to the vending services in this Agreement.

SAC reserves the right to retain the services of a third party food service provider for SAC operated events at the Complex.

6. The College agrees to cooperate and work with SAC with respect to the scheduling of SAC events at the Complex provided that:

a) SAC complies with the timelines and other requirements as set out in articles 6.00, 6.01, 6.02, 6.03, 6.04 and 6.05 of the Agreement;

b) SAC agrees that events other than regular athletic activities for which the fields were designed, require approval from the College prior to the scheduling of the event

c) SAC agrees to be responsible for all increased Costs, such as but not limited to additional security and cleaning associated with SAC events, other than regular athletic activities for which the fields were designed.

7. The College and SAC will determine appropriate acknowledgment and recognition of SAC's contribution prior to the completion of the Complex, taking into account SAC's financial contribution and support of the Complex.
8. The College agrees to provide to SAC notice of each and every Management Committee meeting between the College and the City and one member of SAC shall have the right to attend the meetings as a non-voting ex-officio member.
9. The College will not make any changes to articles 6.08, 7.01, 9.01, 10.01 and any other change to the Agreement, which would affect SAC's right to use the Complex, without SAC's written consent.
10. Whenever any party hereto is requested hereunder to give its approval or consent to any matter, such approval or consent shall not be withheld or delayed unreasonably unless this Agreement herein otherwise expressly provides. The party desiring the approval or consent of the other party to any matter, shall give notice in writing specifying in such notice the matter (in reasonable detail) as to which such approval is requested, and such approval or consent must be in writing to be effective and must be obtained prior to the taking of the action to which the same refers.
11. In the event of a dispute arising from the operation or interpretation of this Agreement, the parties agree to attempt to resolve the dispute between them, however, if unable to resolve the dispute, either party may submit the dispute arising from the operation or interpretation of this Agreement to arbitration and such arbitration shall be held in Peterborough, Ontario, and shall be conducted in accordance with the Arbitration Act (Ontario) except that the arbitration shall be conducted by either (a) an arbitrator selected by agreement of both parties or (b) if the parties are unable to agree on the choice of an arbitrator within fifteen (15) business days, by an arbitrator appointed by a Justice of the Ontario Superior Court of Justice. The decision of the arbitrator shall be final and binding upon the parties and the expense of arbitration shall be shared equally by the parties unless the arbitrator determines that one party has acted unreasonably, in which case the split of the expense of the arbitration shall be determined by the arbitrator. The parties agree not to appeal or otherwise contest any decision by the arbitrator concerning the allocation of the cost, fees or expenses related to the arbitration.
12. Neither party may assign this Agreement, or change the operation of this Agreement, in

whole or in part, without the written consent of the other.

13. This Agreement constitutes the entire Agreement between SAC and the College with respect to this Complex, and there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed here in writing. Furthermore, the parties agree that the recitals and schedules attached hereto form part of this Agreement.
14. The parties may amend this Agreement by mutual agreement. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly expressed by both parties. If the Agreement between the City and College dated the 1st day of May, 2013 is amended, SAC and the College agree to amend this Agreement to remain consistent and Schedule A shall be replaced by the amended City and College Agreement.
15. Any notices or other communications required or permitted to be given or delivered hereunder shall, unless otherwise permitted, be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage pre-paid, to the parties at their following respective addresses:

To the College: Sir Sandford Fleming College
599 Brealey Drive
Peterborough, Ontario
K9J 7B1
Attention: President

To SAC: Sir Sandford Fleming College Student Administrative
Council
Sutherland Campus
599 Brealey Drive
Peterborough, Ontario
K9J 7B1
Attention: President

16. This agreement shall terminate on the earlier of
 - a) 50 years from the effective date of the Agreement between the City and College dated the 1st day of May, 2013;
 - b) The date SAC ceases to exist;
 - c) The date the Agreement between the City and College dated the 1st day of May, 2013 is terminated; or
 - d) The date the project to build the Complex is cancelled

IN WITNESS WHEREOF the parties have hereon to set their respective hands and seals dated this 21st day of AUGUST, 2013.

**The SIR SANDFORD FLEMING COLLEGE
OF APPLIED ARTS AND
TECHNOLOGY**

(I have authority to bind Sir Sandford Fleming College)



Title: VP, Finance & Administration

Name: Brian Baker

**SIR SANDFORD FLEMING COLLEGE
ADMINISTRATIVE COUNCIL
(PETERBOROUGH CAMPUS)**

(we have authority to bind Sir Sandford Fleming College Student Administrative Council)



Title: SAC Student President

Name: Nicole Palmer



Title: SAC Business and Operations Manager

Name: Chris Smith